

IN RE: PETITION FOR SPECIAL HEARING
NW/S Shepperd Road, E of
Gerting Road
(2800 Shepperd Road)
10th Election District
3rd Councilmanic District

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. V96-300-SPH

Joyce Ewers, Legal Owner;
Baltimore County Department of Permits & Development Management
(PDM), Division of Zoning Enforcement - Petitioner

* * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner as a Petition for Special Hearing for that property known as 2800 Shepperd Road, located in the vicinity of Gerting Road in Monkton. The Petition was filed by the Baltimore County Department of Permits and Development Management (PDM), through Donna Thompson, Code Enforcement Inspector. The Petitioners seek a determination as to whether the activities taking place on the subject property, zoned R.C.2, are permitted uses, either individually or collectively, for commercial purposes within the spirit and intent of the Baltimore County Zoning Regulations (B.C.Z.R.).

Appearing at the hearing on behalf of the Petition were Donna Thompson, Code Enforcement Inspector with PDM, Detectives Janet A. Ensor and Verna Widenhouse, and Officer Debby Chenoweth with the Baltimore County Police Department, all of whom were represented by Lee S. Thomson, Esquire, Attorney at Law with the Baltimore County Office of Law. Appearing in response to the Petition for Special Hearing were Mrs. Joyce Ewers, legal owner of the subject property, and her attorney, John B. Gontrum, Esquire. In addition, numerous citizens from the Monkton area appeared at the hearing, all of whom signed the Citizens' Sign-In Sheet.

Testimony and evidence offered revealed that the property which is the subject of this special hearing, consists of 15.24 acres, more or

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less, zoned R.C. 2 and is improved with a large single family dwelling, swimming pool and other accessory outbuildings. As noted above, several Officers from the Baltimore County Police Department attended the hearing and testified concerning the uses they observed being conducted on the site during the course of their investigation. Apparently, the Police became involved in this matter after receiving numerous complaints from individuals who had visited the property in response to advertisements about it being a "Dude Ranch". The Petitioners submitted into evidence as Petitioner's Exhibit 1, a brochure advertising the "Lone Paris Dude Ranch" located at 2800 Shepperd Road in Monkton. The brochure advertises the property as a Dude Ranch offering a variety of activities, including golf, horseback riding, hayrides, heated swimming pool, horseshoes, water rafting, rainbow trout fishing, Texas Bar-B-Q, campfires, hiking trails, fox hunting, and other types of recreational activities, all of which would cost patrons a mere \$149 for a three-day, two-night stay.

Detective Ensor testified that she personally investigated the property in September, 1995 at which time she was met at the site by Ms. Ewers, the property owner, and a Mr. Brown. Detective Ensor was informed by Ms. Ewers that the Dude Ranch was not open at that time as they were making renovations to the property. Ms. Ewers described the operation of her business and the types of activities and accommodations offered to patrons. Detective Ensor further investigated whether the subject property had applied for or obtained the proper permits from Baltimore County in order to operate this "Dude Ranch". Detective Ensor testified that the Zoning Office informed her that no permit had been issued for the use of the property as either a "Dude Ranch" or as a Bed and Breakfast. Furthermore, Detective Ensor found that the Comptroller of the Treasury had issued

no sales tax permit for the property and that the Department of Agriculture had not issued a riding stable permit for the property.

Detective Ensor also interviewed residents who had actually stayed at the Lone Paris Dude Ranch. While interviewing a Mr. Joseph Carterelli, Detective Ensor was informed that the golf course consisted of coffee tins placed into the ground in which participants were to putt the golf ball. Mr. Carterelli stated that the swimming pool was not clean and unsuitable for swimming. He further stated that fried chicken was brought in from an outside restaurant and that refrigerated lunches were provided to guests. Detective Ensor testified that she also interviewed other individuals who both visited and stayed at the Lone Paris Dude Ranch.

Detective Verna Widenhouse testified that she also investigated the Dude Ranch. She testified that on October 13, 1995, she went to the property posing as a Ms. Scalise who had previously made reservations to stay. Detective Widenhouse testified that she was greeted at the property by Ms. Ewers, was welcomed into the home and showed into the sitting room and dining room areas. Ms. Ewers informed Detective Widenhouse that dinner would be served later, that there would be country dancing later, and that her sleeping quarters would be in the basement of the home. Detective Widenhouse observed during her visit a pool table, an old projection TV, and coffee maker, and old worn out furniture located in the basement area of the house. She further testified that the water in the swimming pool was green in color, appeared filthy, and contained many leaves and twigs. When she asked if the pool was available for swimming, Ms. Ewers told her "yes". Detective Widenhouse also observed that the grass had been mowed in a circular fashion, apparently in an attempt to represent a golf green. She also visited the barn stable area and saw

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three horses, which, in her opinion, were unkempt and full of burrs, and that there was a lot of manure around the stable area, which was not well-maintained. Detective Widenhouse then left the premises and called Ms. Ewers and told her that the accommodations were not satisfactory, at which time her investigation of the property was concluded.

On behalf of his client, Mr. Gontrum called Ms. Donna Thompson, Code Enforcement Inspector for Baltimore County, to testify. Ms. Thompson testified that Ms. Ewers had submitted an application for a use permit to operate a Bed and Breakfast on the subject site; however, that application was denied by Ms. Thompson. The application changed the nomenclature of the operation from a Dude Ranch to a Bed and Breakfast.

In response to questioning, Ms. Thompson testified that many of the requirements of Section 402.D of the B.C.Z.R. which are applicable to Bed and Breakfast facilities were met by the Petitioner; however, she could not provide testimony that the Petitioner satisfied all of those requirements. Furthermore, it should be noted that the hearing on this matter was not to approve its use as a Bed and Breakfast, for which an application, as noted above, was denied by Baltimore County.

Ms. Thompson was the only witness called by the owner of the property to testify in response to the Petition for Special Hearing. The activities taking place on the property, as advertised in the brochure marked Petitioner's Exhibit 1, and as testified to by the Detectives who appeared on behalf of the Petition, were not denied or contradicted by the property owner. Taking into consideration the types of activities that are taking place on the property, and as advertised in Petitioner's Exhibit 1, I find that the owner of the property is operating a hotel, as that term is defined in Section 101 of the B.C.Z.R., Page 1-19 thereof. The

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zoning classification for the subject property is R.C.2, which does not permit a hotel use to exist. Therefore, the Petitioner's use of the property as noted above must cease immediately. Furthermore, the subject property shall only be utilized as a single family residence, until such time as the property owner obtains a valid use permit from Baltimore County which would permit the use of the property in some other fashion.

Pursuant to the relief requested in the Petition for Special Hearing, the hearing on the merits of this case, and the memoranda submitted by Counsel, I find that the activities and services offered on the property known as 2800 Shepperd Road constitute that of a hotel, as that term is defined within the B.C.Z.R., and as such, is not a permitted use of this property.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 15th day of April, 1996 that the Owner of the property, Joyce Ewers, shall immediately cease and desist offering those services and activities such as golf, horseback riding, hayrides, archery, croquet, volleyball, ping pong, pinball, pool, horseshoes, campfires, Barb-B-Q, country dancing, and talent shows, and such uses as restaurant, hotel, bed and breakfast home or inn, when such services, activities and/or uses are offered for compensation; and,

IT IS FURTHER ORDERED that the property known as 2800 Shepperd Road shall only be utilized for residential purposes, until such time as a valid use permit for some other permitted use within the R.C.2 zone shall be issued to the property owner.


TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

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bjs

Baltimore County Government
Zoning Commissioner
Office of Planning and Zoning



Suite 112 Courthouse
400 Washington Avenue
Towson, MD 21204

(410) 887-4386

April 15, 1996

John B. Gontrum, Esquire
814 Eastern Boulevard
Baltimore, Maryland 21221

RE: PETITION FOR SPECIAL HEARING
NW/S Shepperd Road, E of Gerting Road
(2800 Shepperd Road)
10th Election District - 3rd Councilmanic District
Joyce Ewers, Legal Owner; Baltimore County Department of Permits and
Development Management (PDM), Petitioner
Case No. V96-300-SPH

Dear Ms. Ewers:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been denied in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

A handwritten signature in cursive script, reading "Timothy M. Kotroco".

TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Ms. Joyce Ewers
2800 Shepperd Road, Monkton, Md. 21111

James W. Constable, Esquire, Wright, Constable & Skeen
250 W. Pratt Street, 13th Floor, Baltimore, Md. 21201-2467

Ms. Donna Thompson, PDM
Mr. Lee Thomson, Office of Law
People's Counsel; Case File



Petition for Special Hearing

Case #: V-96-300-SPH

to the Zoning Commissioner of Baltimore County

for the property located at 2800 Shepperd Rd., Monkton, MD 21111

which is presently zoned R.C. 2

This Petition shall be filed with the Office of Zoning Administration & Development Management.

Baltimore County hereby petitions for a Special Hearing under Sections 26-3 and 26-121(a) of the County Code and Section 500.6 of the Zoning Regulations of Baltimore County, for the Zoning Commissioner to conduct a hearing involving a violation or alleged violation or non-compliance with any zoning regulations or order issued by the Zoning Commissioner, Board of Appeals or Court, or for the proper interpretation thereof, more specifically:

Section number(s): 101, 102.1, 1A01.2B., 422, 402D, 500.6, 500.7 "Accessory Use", "Amusement Devices", "Bed and Breakfast Home or Inn", "Dwelling", "Hotel or Motel", "Restaurant, Standard", "Riding Stable",
Nature of violation(s): "Nightclub"

To determine whether golf, horseback riding, hayrides; sports such as archery, croquet, volleyball, ping pong, pinball, pool, horseshoes, also, campfires, bar-b-q's, country dancing, talent shows, restaurant, hotel, bed and breakfast home or inn are uses permitted either individually or collectively for commercial purposes within the spirit and intent of the Baltimore County Zoning Regulations.

I do solemnly affirm that the contents stated above are correct to the best of my knowledge, information and belief.

2/15/96
Date

Louisa Thompson
Office of Zoning Administration Representative

SUMMONS ISSUED TO:

JOYCE EWERS
2800 SHEPPERD ROAD
MONKTON MD 21111

ALICE BROWN
4 "L" KINGS CROSSING COURT
COCKEYSVILLE MD 21030

ROGER BROWN
2800 SHEPPERD ROAD
MONKTON MD 21111

To appear and testify in the matter of an alleged zoning violation or for the purpose of a proper interpretation of the zoning regulations or order of the Zoning Commissioner, Board of Appeals or Court

Hearing Date: THURSDAY MARCH 28, 1996 Time: 9:00 am ~~pm~~ Location: ROOM 118, OLD COURTHOUSE 400 WASHINGTON AVE., TOWSON MD 21204

[Signature]
Zoning Commissioner for Baltimore County

Please be advised that your failure to appear at the date, time and location stated above could result in your attachment.

Zoning Administration

Development Management

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING

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By

RE: V-96-300-SPH

Notice of Hearing mailed to the following parties:

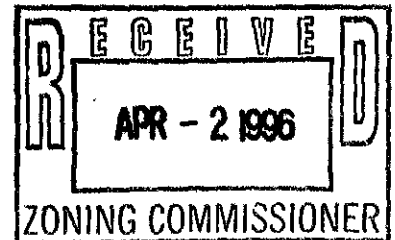
Mr. & Mrs. Richard A. Uhler/3800 Shepperd Road/Monkton MD 21111
Mr. & Mrs. John B. Holmes/3022 Shpperd Road/Monkton MD 21111
Mr. & Mrs. Michael McCaughey/2639 Shepperd Road/Monkton MD 21111
Ms. Elizabeth S. Dow/2936 Shepperd Road/Monkton MD 21111
Ms. Faye J. Garrison/2525 Shepperd Road/Monkton MD 21111
Mr. Garet E. Winants/2637 Shepperd Road/Monkton MD 21111
Mr. & Mrs. James K. McManus/2805 Shepperd Road/Monkton MD 21111
Mr. & Mrs. Richard A. Moore/16730 J. M. Pearce Road/Monkton MD 21111
Mr. & Mrs. Philip E. Spector/20 Shaded Glen Ct/Owings Mills MD 21117
Mr. & Mrs. Joseph L. Kroart/2900 Shepperd Road/Monkton MD 21111
Mr. & Mrs. John H. Ensor/16909 Gerting Road/Monkton Md 21111
Mr. Henry W. Kone/3016 Shepperd Road/Monkton MD 21111
Ms. Agnes R. Holmes/3002 Shepperd Road/Monkton MD 21111
Ms. Nancy W. Susman, et al/H. B. Peck, Jr/405A Central Ave/Towson
Mr. & Mrs. Arthur B. Holmes/16801 Gerting Road/Monkton MD 21111
Mr. John W. Marshall/3001 Sheppard Drive/Monkton MD 21111
Mr. Eric W. Snyder/Ms. Lana Wiester/2500 Shepperd Rd/Monkton MD 21111
Winnie Carpenter/Constituent Service Coordinator/Executive Office
Honorable T. Bryan McIntire/Councilman/District 3
Det. Janet Ensor/Balto. Co. Police/700 E. Joppa Road/Towson MD 21204

NOTE: FOR INFORMATION REGARDING THIS HEARING, PLEASE CALL 887-3391.



Baltimore County
Office of Law

400 Washington Avenue
Towson, Maryland 21204
(410) 887-4420
Fax: (410) 296-0931



April 1, 1996

The Honorable Timothy M. Kotroco
Deputy Zoning Commissioner
400 Washington Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing
Case No. V-96-300-SPH
2800 Shepperd Road
Monkton, Maryland

Dear Mr. Kotroco:

At the conclusion of the hearing in the above captioned matter on March 28, 1996, you invited counsel to submit memoranda. As my remarks will be brief, I have taken the liberty of doing so in letter form. I trust that this will be acceptable.

There were, in essence, two stages to this proceeding. The testimony and evidence which was presented by this office, on behalf of the Petitioner, related to the use of the property occurring prior to the date of the hearing. I would urge you to find, based upon that evidence, and taking into account that it was un rebutted, that the Respondents had conducted or operated a hotel upon the premises above referenced during the period September through November, 1995. The brochure authored by the Respondents (Petitioner's Exhibit No. 1) described the premises as "The Lone Paris Dude Ranch". The term "Dude Ranch" is not defined in the Baltimore County Zoning Regulations (BCZR). Turning then to the definition contained in Webster's Third New International Dictionary, the term "Dude Ranch" is defined as "a ranch or resort for vacationers offering primarily horseback riding and other activities typical of western ranches". A review of Petitioner's Exhibit No. 1 would seem to suggest that only a few of the amenities listed thereon could be said to be "typical of western ranches".

The BCZR defines a hotel as follows:

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"A building or group of buildings containing guest rooms or units, where, for compensation, lodging is provided on a daily, weekly, or similar short-term basis. A hotel or motel shall be deemed to include any establishment which provides residential living accommodations on a short-term basis such as an apartment hotel. A hotel or motel may contain restaurants, meeting rooms, recreation facilities, lounges, retail shops, and personal services as ancillary uses."

In the instant case the evidence has established that the building on the premises contained guest rooms where lodging was provided for compensation on a short-term basis. The evidence would further reflect that meals were served on the premises (as in restaurants) and that numerous recreation facilities were provided as ancillary uses.

It is therefore respectfully suggested that an application of the evidence presented before you to the definition quoted would lead to the conclusion that the use of the premises during the period stated was that of a hotel which use is not a permitted use in a residential zone under any circumstances. Similarly, even were it determined that the use of the property was that of a "Dude Ranch" as Respondents described it in their brochure, neither is that use a permitted use in a residential zone.

The second aspect of the proceeding before you was an effort on the part of one of the Respondents to adduce testimony from an employee of the Department of Permits and Development Management which would substantiate the proposition that the use of the subject property for the operation of a bed and breakfast home or a bed and breakfast inn, uses permitted in residential zones by the BCZR as a matter of right, would necessarily include numerous and varied ancillary uses such as those described and referred to in Petitioner's Exhibit No. 1. To dispose of this contention one must consider two matters. The first of those is the definition of a "Bed and Breakfast Inn" as found in the BCZR (Respondent's application for a use permit, introduced into evidence as an exhibit, reflected an intent to provide four rooms for paying guests):

"A tourist home that provides four to twelve rooms (limited to a maximum of 16 persons) for paying guests on an overnight basis for periods not to exceed 14 days with breakfast being available on premises at no additional cost. A bed and breakfast inn is allowable only in a building originally constructed as a one-family dwelling pursuant to the provisions and procedures prescribed in Section 402D of these regulations."

The definition of use makes it unequivocally clear that the use contemplated is that for a room on an overnight basis plus the provision of breakfast. No reference is made in the definition to amenities or ancillary uses such as is included within the definition of a hotel, *supra*.


Secondly, one must consider the fact that a bed and breakfast use is a use permitted as a matter of right in all residential zones as opposed to a hotel which is a use absolutely prohibited in all residential zones. Had the County Council intended to permit the same amenities to be included in the operation of a bed and breakfast inn as are permitted in the operation of hotel, it would have said so. Additionally, it is inconceivable that the Council would have intended to permit such uses, unrestricted and as a matter of right, in all residential zones.

In sum, and for the reasons stated, Petitioner would urge you to find:

1. That during the period September through November, 1995, the property situate at 2800 Shepperd Road was used as a "hotel" as that term is defined in the Baltimore County Zoning Regulations, and;

2. That where a permit has been issued for the use of residential property for the operation of a bed and breakfast inn the use of the property by, or for the benefit of the paying guests thereon, is limited to lodging and the provision of a breakfast meal.

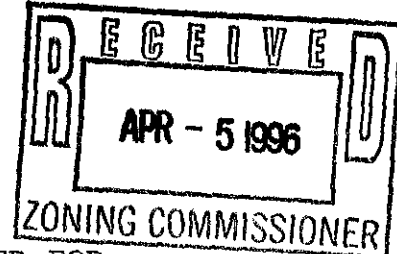
Respectfully,



Lee S. Thomson
Assistant County Attorney

LST/ile

cc: John B. Gontrum, Esquire
James W. Constable, Esquire



PETITION FOR SPECIAL * BEFORE THE
HEARING TO DETERMINE * ZONING COMMISSIONER FOR
APPROPRIATE USAGE OF SITE * BALTIMORE COUNTY
IN AN R.C. 2 ZONE FOR BED AND *
BREAKFAST OR OTHER USAGE * CASE NO. V-96-300-SPH
IN RE: 2800 SHEPPERD ROAD *

* * * * *

MEMORANDUM OF RESPONDENT

STATEMENT OF THE CASE

This matter came about as the result of a Petition for Special Hearing filed by the Office of Zoning Administration to determine generally what uses occurred at 2800 Shepperd Road and whether those uses met the criteria of a bed and breakfast or some other use. Also sought was a determination of what accessory uses, if any, were appropriate with the bed and breakfast. No allegations were made that the buildings on the site were not in compliance with regulations, nor that the site could not comply with dwelling, agricultural or bed and breakfast uses.

STATEMENT OF FACTS

Testimony at the hearing came from two (2) Baltimore County police officers and from Donna Thompson, the Office of Zoning Administration Representative who filed the Petition. The testimony from the officers indicated that owners of the property in September had issued an advertisement brochure for the "Lone Paris Dude Ranch" and that they had acted on an inquiry about it. Initially, when the police visited the site in September, they were told that it had not opened for business, and there was nothing

from their visit to indicate that it had. What the police saw on their initial visit was a rather large dwelling with a swimming pool and a stable in the rear. Aerial photographs were admitted showing the layout of the site including the house, a parking area, a swimming pool, and a stable to the rear of a lot. The lot is approximately 15.2 acres in size. The police were told that the site would be opened for a bed and breakfast and would have various amenities.

Subsequently, in the middle of October, 1995, two police officers posing as guests registered for rooms at the bed and breakfast. They did not spend the night, however, nor did they have any food on the premises. The swimming pool was closed. Horseback riding was said to be available for guests, and there appeared to be four "green-type" areas for playing golf on the property. Other information developed by the police indicated that food was served on the premises for breakfast and brought in from off-site at other times. There may have been a campfire and a hayride for guests. The police also saw a pool table in the basement of the house.

Donna Thompson, a code enforcement inspector with Baltimore County, saw no activities on the site during her visit. She testified that she had processed an application for a bed and breakfast use permit in November, 1995, which she had recommended turning down due to the presence of an inoperable recreational vehicle on the site. She also indicated that she turned down the request because she was not sure what was happening on the site.

On examination, Ms. Thompson indicated that the site met the criteria for a bed and breakfast home or inn as defined in Section 101 of the Baltimore County Zoning Regulations (hereinafter referred to as the BCZR) and as conditioned in Section 402D of the BCZR and the Zoning Policy Manual. The dwelling on the site is the dwelling of the owner of the property, the site is on a large lot with ample frontage and is located in an historic district. Her research indicated that the site would qualify for a bed and breakfast.

Additionally, Ms. Thompson indicated that the pool table, swimming pool and horses, could be appropriate accessory uses, if no additional charge was made for the amenities for paying guests, and if they were not made available to the general public.

Documentation provided by Petitioner indicated that Ms. Joyce Ewers purchased the property on October 27, 1995, which deed was recorded in December, 1995. She had applied for a state retail sales tax permit for a bed and breakfast, and an inquiry had been made by a previous owner of the property apparently with Baltimore County's Department of Environmental Protection and Resource Management about that Department's restrictions on a bed and breakfast. The bed and breakfast permit application in November, 1995, included a copy of a revised brochure that did not include the amenities accessory to the bed and breakfast listed in the "Lone Paris Dude Ranch" brochure acted upon by the Baltimore County Police Department.

DISCUSSION

The Special Hearing request is not seeking a determination that the Respondent was actually doing anything in violation of the zoning code. Rather, the Special Hearing in a rather abstract way is asking what uses are permitted and what uses are not permitted on a site such as this. The Special Hearing is actually not about what violations may or may not have occurred or about the actual usage of the site. The Hearing really is an attempt to get direction as to characteristics of a rural bed and breakfast and the amenities that one may offer the guests. This conclusion is borne out by the testimony of the police officers, whose testimony went more to what Respondent wanted to do than to what they actually witnessed on the site. From what they witnessed and experienced one could only conclude that at most a bed and breakfast existed even if more was actually intended. Even Ms. Thompson testified that the request for Special Hearing was prompted more from the initial brochure than from anything she actually saw or that the police saw occurring on the site. Clearly, for instance, there was no testimony that there was a standard restaurant or nightclub, and a pool table or even pinball machine in the basement of a residence does not constitute an arcade or a regulated device. There was no testimony that the swimming pool was used. Even if guests at the house were permitted to ride the horses, this does not constitute a riding stable if the horses were not kept for hire. Horses are permitted as of right on

a parcel of this size in an R.C. 2 zone.

The other factor to be considered is that there is no question but that actual activity on the site occurred at most over a span of several weeks in October of 1995. When the police visited the site in September, they noted nothing but a residence on the site. When the site was revisited in November, there were no activities on the site. There is testimony that an application was filed for a bed and breakfast and that same was reviewed by the County. When the county inspectors visited the site to review the application, they noted none of the activities other than the dwelling and horses as being on the site.

One of the real issues in the case is that Respondent characterized itself using terms that had a different meaning perhaps to them than to County officials and others. Could a "Dude Ranch" be a bed and breakfast? Yes, provided it met the definition and conditions of a bed and breakfast. No, if it is intended to be a major resort. Is it permissible to have rooms to rent for overnight guests with breakfast on the premises for guests at no additional cost? That is the definition of a bed and breakfast. Clearly, the few rooms noted by the police as available would qualify the house as a bed and breakfast. This is not a hotel. This is a house, lived in by the owner, in an historic district. It was built prior to 1988 and was designed as a primary residence.

Why shouldn't guests, paying or non-paying, be allowed to use the amenities that the owner chose for himself or herself, provided that there is no charge for their utilization? Can not guests at

a bed and breakfast play ping pong, watch TV, maybe shoot a game of pool in a recreation room, or even swim, if that is available? If these amenities existed for the owner, is the owner required to tell guests, paying or non-paying, "No, this can not be used by you?"

If the owner has horses, guests should be permitted to ride them provided that they are not for hire to the general public and provided that they belong to the owner. As long as the horses are not "for hire" and are not being boarded for others, they are permitted to be stabled on the site as a matter of right. An animal boarding place is defined in the BCZR as the keeping of the animals of others. There was no allegation that this was ever intended or occurred. A riding stable is defined as a place where horses are boarded or kept for fire. Again, there is no allegation that this was ever intended or occurred.

Claims by the County that this facility is a hotel or motel are patently false. The facility is a residence, and only a very few rooms are for overnight guests. It must be granted that the definition of a hotel or motel is very broad. The definition could be read to include bed and breakfast facilities as they do have rooms for rent on a short term basis. Clearly, however, bed and breakfast facilities are limited to being the primary residence of the owner, and the list of permitted hotel amenities simply is not applicable to such a facility. Interestingly, none of the amenities listed on the back of the September brochure are out of the ordinary for single family, rural dwellings. A sing-along or

piano playing hardly qualifies for a nightclub use.

Finally, it should be noted that the application for a conditional use sent to the county in November greatly modified the initial proposal by dropping many of the amenities. The county had before it a true "no frills" bed and breakfast. There was no allegation that it was even in operation at that time. There is no reason why the facility as proposed should not be allowed as a matter of right as called for in the BCZR, and really no reason why some of the amenities normally accessory to a rural dwelling should not also be accessory to a bed and breakfast.

The test of permitted accessories to a bed and breakfast should be whether they would be permitted to a dwelling within the same zone. Since the dwelling is the key to being a bed and breakfast, the uses accessory to a dwelling should also be accessory to a bed and breakfast. Based on location of the bed and breakfast these might include a pool or a tennis court or even boat rides in the case of the Bauernschmidt house bed and breakfast. These amenities are based on the residential use of the site. The limited use of the facilities might also include meals served at other times during the day. The key is whether separate charges are made for the services. An afternoon tea or evening refreshment simply should not be considered a restaurant use. The distinguishing factor, of course, is whether a separate charge is made for the service. Another factor would be the spontaneity of the use. There was no scheduled entertainment of any kind; no requirement that meals be taken or served at a particular time; no

statement that any of the initially proposed activities would occur except if desired. This is much more like a residence, where guests take what comes than a hotel or resort with scheduled activities. If the cost for the visit to the house is all inclusive, then whatever "extras" are thrown in as part of the dwelling use clearly are not part of a separate commercial usage of the site. Even Ms. Thompson agreed that the proposed uses of the property may well be appropriate uses provided that there is no separate charge.

Zoning has had to deal in recent years with hayrides from farms being a permitted or a commercial use. They could be argued to be part of farm use or even a community activity, but the use of a horse drawn wagon for which no charge is solicited is not a commercial use.

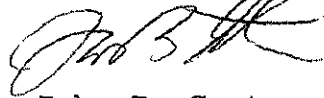
This distinction between an amenity and a commercial use would apply also to the owner permitting a guest to use a vehicle to sight see or to the owner picking up a guest at the airport. In the former case there is certainly no car rental agency and in the latter case there is certainly no taxi business.

In evaluating the Special Hearing request there should be a separation among what was proposed to take place, what did take place and what is now proposed. It should also be noted that there was no evidence that some of the items mentioned in the Special Hearing request were ever proposed let alone actually offered. The purpose of the request would appear to be to get a sense of direction as to how such uses should be evaluated.

CONCLUSION

In conclusion, we would agree that neither a hotel, motel, nightclub or restaurant is permitted in an R.C. 2 zone. We also do not believe that there was any evidence presented indicating that such usage occurred or was even proposed. We further agree that even though animal boarding places and riding stables are permitted uses, they require a special exception. We also would urge that there is no evidence from which one could assume that animals were being offered for hire. There is evidence that a bed and breakfast was the intended use of the site, and we believe that properly constrained such use is permitted as of right on the site and that the amenities offered as a residence do not conflict with that usage.

Respectfully submitted,



John B. Gontrum

cc: Lee S. Thomson, Esq.
James W. Constable, Esq.

RE: PETITION FOR SPECIAL HEARING
2800 Shepperd Road ("The Lone Paris Dude
Ranch"), 10th Election District,
3rd Councilmanic

Legal Owners (current and former):
Joyce Ewers, Alice Brown, Roger Brown
Petitioners

* BEFORE THE
* ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* CASE NO. V-96-300-SPH

* * * * *

ENTRY OF APPEARANCE

Please enter the appearance of the People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and of the passage of any preliminary or final Order.

Peter Max Zimmerman

PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio

CAROLE S. DEMILIO
Deputy People's Counsel
Room 47, Courthouse
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of March, 1996, a copy of the foregoing Entry of Appearance was mailed to Petitioners Joyce Ewers and Roger Brown, 2800 Shepperd Road, Monkton, MD 21111, and to Petitioner Alice Brown, 4-L Kings Crossing Court, Cockeysville, MD 21030.

Peter Max Zimmerman
PETER MAX ZIMMERMAN

ENCLOSURE

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

IMP FD SURE \$ 5.00
RECORDING FEE 20.00
RECORDATION T 1,800.00
TR TAX STATE 1,799.32
TOTAL 3,624.32
Reg# BA04 Rcft # 12555
SM JM Blk # 936
Jan 17, 1996 10:23 am

1 Type(s) of Instruments () Check Box if Addendum Intake Form is Attached.
Deed Mortgage Other
Deed of Trust Lease
2 Conveyance Type Check Box Improved Sale Unimproved Sale Multiple Accounts Not an Arms-
Arms-Length [1] Arms-Length [2] Arms-Length [3] Length Sale [9]
3 Tax Exemptions (If Applicable) Recordation
State Transfer
County Transfer

4 Consideration and Tax Calculations
Consideration Amount 359,863.48
Purchase Price/Consideration \$ 342,350.00
Any New Mortgage \$ 423,500.00
Balance of Existing Mortgage \$
Other: \$
Other: \$
Full Cash Value \$
Finance Office Use Only
Transfer and Recordation Tax Consideration
Transfer Tax Consideration \$ 359,863.48
X (1.5) % = \$ 5397.95
Less Exemption Amount - \$
Total Transfer Tax = \$ 5397.95
Recordation Tax Consideration \$
X () per \$500 = \$
TOTAL DUE \$

5 Fees
Amount of Fees Doc. 1 Doc. 2
Recording Charge \$ 20.00 \$ 20.00
Surcharge \$ 5.00 \$ 5.00
State Recordation Tax \$ 5,397.95 \$ 0
State Transfer Tax \$ 4,799.32 \$ 0
County Transfer Tax \$ 0 \$ 2,117.50
Other \$ 0 \$ 0
Other \$ 7,222.27 \$ 2,142.50
Agent: B2
Tax Bill: 4013.82
C.B. Credit:
Ag. Tax/Other:

6 Description of Property
SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(l).
District 10 Property Tax ID No. (1) 10-12-070440 Grantor Liber/Folio Map Parcel No. Var. LOG
Subdivision Name Lot (3a) Block (3b) Sect/AR(3c) Plat Ref. SqFt/Acreage (4)
Location/Address of Property Being Conveyed (2)
2800 Shepherd Road, Monkton, MD 2111
Other Property Identifiers (if applicable)
+P-125
Residential () or Non-Residential () Fee Simple () or Ground Rent () Amount:
Partial Conveyance? () Yes () No Description/Amt. of SqFt/Acreage Transferred:
If Partial Conveyance, List Improvements Conveyed:

7 Transferred From
Doc. 1 - Grantor(s) Name(s) Alvin E. Friedman Joyce Ewers
Doc. 1 - Owner(s) of Record, if Different from Grantor(s) Kenneth J. MacFadyen
Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To
Doc. 1 - Grantee(s) Name(s) Joyce Ewers
Doc. 2 - Grantee(s) Name(s)
New Owner's (Grantee) Mailing Address
2800 Shepherd Road, Monkton, Maryland 2111

9 Other Names to Be Indexed
Doc. 1 - Additional Names to be Indexed (Optional)
Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information
Instrument Submitted By or Contact Person
Name: Millard S. Rubenstein
Firm: Rogers Rubenstein & Frank
Address: 11600 Court Square Building
Baltimore, MD 21202 Phone: (410) 539-4490
Return to Contact Person
Hold for Pickup
Return Address Provided

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
Assessment Information
Yes No Will the property being conveyed be the grantee's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line
Terminal Verification Agricultural Verification Whole Part Tran. Process Verification
Transfer Number: Date Received: Deed Reference: Assigned Property No.:
Year 18 18 Geo. Map Sub Block
Land Zoning Grid Plat Lot
Buildings Use Parcel Section Occ. Cd
Total Town Cd. Ex. St. Ex. Cd.

REMARKS:
Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-GC-300 (8/85)

01A01#023511RTX
BA1006#01PM11-06-95
\$5,397.95

ROTH SHEPPARD ROTH

MONKTON



Paramount Title Co., Inc.
OAKLAND RIDGE PROFESSIONAL BLDG.
9123 OLD ANNAPOLIS RD. (RT. 108)
COLUMBIA, MARYLAND 21045
730-0727

This Deed, MADE THIS 15th day of August

in the year one thousand nine hundred and eighty-four

by and between

E. PHILIP TAGLIAFERRI and KAREN ANNE TALIAFERRI, his wife,

of parties of the first part, and

ROGER BROWN, tenant in severalty, party

of the second part.

WITNESSETH, That in consideration of the sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), said amount being the actual consideration paid herein,
the said parties of the first part

B RC/F 13.00
B T TX 1425.00
B DOCS 1425.00
DEED 0 #
EHK JR T 2853.00
#74187 C004 R01 T10:38
08/20/84

do grant and convey to the said party of the second part, his heirs,

personal representatives/successors and assigns, in fee simple, all that

lot of ground situate in Baltimore County, Maryland

and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on a Plat of the subject property entitled "Subdivision of Property of 'Virginia R. Lewis'", recorded among the Plat Records of Baltimore County in Plat Book EHK JR No. 36, folio 114. The improvements thereon being known as 2800 Shepperd Road.

TOGETHER with the right of ingress, egress and utilities as referenced to in aforesaid Plat.

SUBJECT to covenants and restrictions of record.

BEING that same lot of ground which by Deed dated May 7, 1981 and recorded among the Land Records of Baltimore County at Liber EHK JR 6285, folio 215, was granted and conveyed in fee simple by Virginia R. Euler (formerly known as Virginia R. Lewis) unto the within Grantors.

AGRICULTURAL TRANSFER TAX
NOT APPLICABLE
SIGNATURE 23 DATE 8-16-84

STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
CLERK 23 DATE 8-16-84

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To HAVE AND TO HOLD the said described lot of ground and premises to the said party of the second part as a tenant in severalty, his heirs,

personal representatives/~~successors~~

and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantor s

Test:

E. Philip Tagliaferri
E. PHILIP TAGLIAFERRI (SEAL)

I hereby certify that the within instrument was prepared by me or under my supervision, and that I am an Attorney admitted to practice before the Court of Appeals of Maryland.

Karen Anne Tagliaferri
KAREN ANNE TAGLIAFERRI (SEAL)

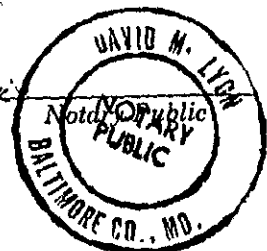
STATE OF MARYLAND, *Balts.* COUNTY, to wit:

I HEREBY CERTIFY, That on this *15th* day of *August*, before me, in the year one thousand nine hundred and eighty-four the subscriber, a Notary Public of the State aforesaid, personally appeared E. PHILIP TAGLIAFERRI and KAREN ANNE TAGLIAFERRI, his wife, known to me (or satisfactorily proven) to be the persons whose name s *is* are subscribed to the within instrument, and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

7/1/86



Filed for record AUG 20 1984 at 10:38 A.M.
Per Elmer H. Kahline, Jr., Clerk
Mail to *Paramount Title Co., Inc.*
Receipt No. *1300*

LIB 10 '52 CASE 211

DEED-FEE SIMPLE-INDIVIDUAL GRANTOR-LONG FORM

THIS DEED, Made This 19th day of November,

In the year one thousand nine hundred and ninty three, by and between
ROGER B. BROWN,

party of the first part, and

ROGER B. BROWN and ALICE M. BROWN, tenant in entirety, parties
of the second part.

do grant and convey to the said parties of the second part, their
heirs, personal representatives and assigns, in fee simple, all that
lot of ground situated in Baltimore County, Maryland
and described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on Plat of the subject
property entitled "Subdivision of Property of Virginia R. Lewis",
recorded among the Plat Records of Baltimore County in Plat Book
EMK JR No. 16, folio 114. The improvements thereon being known as
7600 Sheppard Road.

TOGETHER with the right of ingress, egress and utilities as referenced
to in aforesaid Plat.

SUBJECT to covenants and restrictions of record.

BEING that same lot of ground which by Deed dated August 15, 1984
and recorded among the Land Records of Baltimore County at Liber
6767, page 644, was granted and conveyed in fee simple by
S. Philip Tagliaferri and Karen Anne Tagliaferri unto the within
Grantor.

11/19/93

11/19/93

RECORDED

DEED

THIS DEED, made this ^{27th} day of October, 1995, by and between Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, parties of the first part; and Joyce Ewers, party of the second part, Grantee.

WHEREAS, at a public sale on July 18, 1995, by the said Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, in pursuance of a Power of Sale which sale was made after default had occurred and after due public notice of sale and after a Bond had been duly filed in the Circuit Court for Baltimore County in Case No. 105/16/95CV2061, the parcel of land and premises hereinafter described, being the property conveyed by said Deed of Trust was sold unto Bankers Trust Company of California, N.A., which was then and there a bidder, and then Substituting Joyce Ewers by Order to Substitute Purchaser signed by the Court at and for the sum of Three Hundred Forty Two Thousand Three Hundred and Fifty (\$342,350.00) Dollars; and said Substitute Purchaser having agreed to pay an additional Seventeen Thousand Five Hundred Thirteen Dollars and Forty-eight (\$17,513.48) Cents in consideration of said Substitution, making the total consideration Three Hundred Fifty Nine Thousand Eight Hundred Sixty Three Dollars and Forty-eight (\$359,863.48) Cents and the sale having been duly reported to and ratified by the said Court on September 15, 1995, and the purchase money paid, as is hereby

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

NOT APPLICABLE-LETTER OF INTENT

SIGNATURE *[Signature]* DATE *12/28/95*

11/11 12/28/95

gw

*200
1300.00
1799.32
500*

acknowledged, the said Assignees are in law duly authorized to execute a Deed for said property; and

NOW THEREFORE, this Deed witnesseth, that the said Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, as aforesaid, for and in total consideration of the sum of Three Hundred Fifty Nine Thousand Eight Hundred Sixty Three Dollars and Forty-eight (\$359,863.48) Cents, receipt of which is hereby acknowledged, and in execution of the power and authority vested in them by said Power of Sale, and the said does grant and convey unto Joyce Ewers, her successors and assigns, all that lot of ground hereinafter described as follows, that is to say:

BEING KNOWN AND DESIGNATED as Lot No. 1 as shown on Plat of the subject property entitled "Subdivision of Property of Virginia R. Lewis", recorded among the Plat Records of Baltimore County in Plat Book EHK, Jr., No. 36, folio 114. The improvements thereon being known as No. 2800 Shepperd Road.

TOGETHER with the right of ingress, egress and utilities as referenced to in aforesaid Plat.

Being the same lot of ground which by Deed dated November 19, 1993 and recorded among the Land Records of Baltimore County in Liber 10162, folio 211 which was granted and conveyed by Roger B. Brown unto Roger B. Brown and Alice K. Brown.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any ways appertaining.

TO HAVE AND TO HOLD the aforesaid properties with its improvements and appurtenances, unto the Grantee, her successors and assigns in Fee Simple.

WITNESS the hand and seal of Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees.

TEST:

James M. Brooks
As To All

Alvin E. Friedman,
Substitute Trustee

Kenneth J. MacFadyen,
Substitute Trustee

James J. Loftus,
Substitute Trustee

Daniel Menchel,
Substitute Trustee

STATE OF MARYLAND, COUNTY OF

TO WIT;

I HEREBY CERTIFY that on this 21st day of October, 1995, before me, the subscriber, a Notary Public of the State of Maryland aforesaid, personally appeared Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, Grantors herein, and they acknowledged the foregoing Deed to be their respective act.

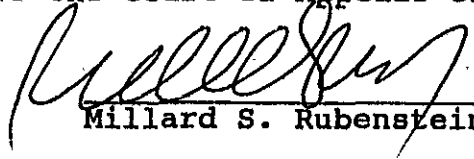
AS WITNESS, my hand and Notarial Seal

Kathleen M. Brooks
Notary Public

My Commission Expires: 12/1/95



This is to certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.



Millard S. Rubenstein

After Recording please return to:

SISKIND, GRADY, ROSEN & HOOVER
200 E. Lexington Street
1600 Court Square Building
Baltimore, Maryland 21202

Property: 2800 Shepperd Road
File No: 95-0478

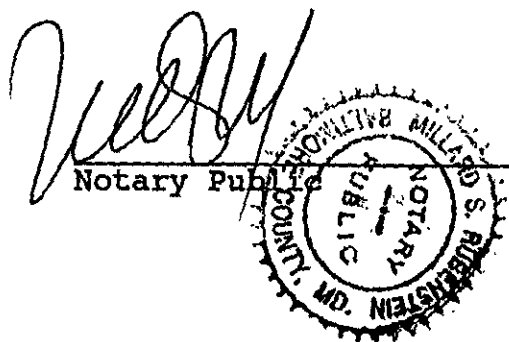
Affidavit

I hereby certify that on October 27, 1995, before the undersigned, a Notary Public for the State of Maryland, personally appeared Joyce Ewers, who being of lawful age and upon personal knowledge made oath as follows:

That she is the purchaser of the property known as 2800 Shepperd Road, Monkton, Maryland; that she intends to use said property in exactly the same manner as it has been used in the past and does not intend to subdivide said property or build upon said property.

My Commission Expires:

5/2/96



ROMADKA, GONTRUM & McLAUGHLIN, P.A.

814 Eastern Boulevard
Baltimore, Maryland 21221

(410) 686-8274
(410) 686-0118 FAX

ROBERT J. ROMADKA
JOHN B. GONTRUM
J. MICHAEL McLAUGHLIN, JR.*

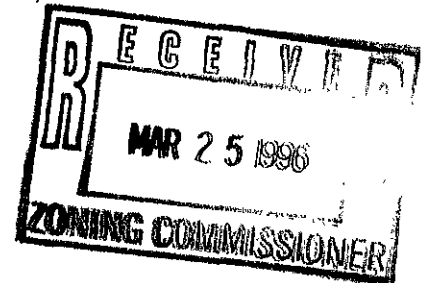
TOWSON OFFICE:
307 W. ALLEGHENY AVENUE
TOWSON, MARYLAND 21204
(410) 825-0711

ELIZABETH A. VANNI
MICHAEL J. KIRWIN

* Also Admitted In the District of Columbia

March 14, 1996

Lawrence Schmidt, Esq.
Zoning Commissioner for Baltimore County
County Courthouse
400 Washington Avenue
Towson, Maryland 21204



Re: Case No. V-96-300-SPH
2800 Shepperd Rd.

Dear Commissioner Schmidt:

Our office has been asked by the property owner Ms. Joyce Ewers to represent her in the above-referenced case, currently scheduled for March 28, 1996. Frankly, I am somewhat confused over the genesis of this matter as apparently a determination is sought as to a number of items, most of which have nothing to do with the use of this site.

I also am confused over the summonses issued. Alice Brown has no ownership interest in the site. She is an ex-wife of Roger Brown, also summonsed, who has no ownership interest in the site. He does live there, however. Why are the Browns being summonsed? I am enclosing a copy of the deed to the property, which clearly indicates that the Browns have no ownership interest.

The subject property is a 15.24 acre tract improved with a large single family dwelling. The site is zoned R.C. 2. In November of 1995, Ms. Ewers applied for a use permit for a bed and breakfast facility, a permitted use in an R.C. 2 zone. A copy of the application is enclosed. The permit was denied on December 6, for violations which include the issues raised at the hearing. The issues seem to go more to the advertising of the proposed use rather than the site itself. The house is the actual residence of Ms. Ewers, and the site is known as "Lone Paris". In her house she has a pool table and pinball games. Her property also is improved with stables,

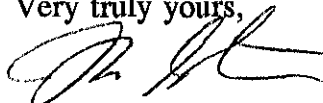
and field for her horses, and swimming pool.

Ms. Ewers had advertised the facility for a bed and breakfast use when she became aware of the fact that she needed approval. She refunded deposits and immediately ceased the advertising until the permits were issued. I would expect that this hearing would address the permit issues as well as the issues raised by the zoning office as they seem combined. If this is not the case, please let me know.

I have reviewed the definition of a bed and breakfast home as contained in Section 101 and in Section 402D, and all requirements appear to have been met. The area and setbacks are not in dispute. There is no question that the home is the home of the owner, who resides in it. The home was constructed prior to 1988 and is located within an historic district. The only issue appears to be the amenities offered guests. The permit would appear to be able to be issued as a matter of right as a bed and breakfast is defined as a home occupation permitted as of right in an R.C. 2 zone.

I would like the opportunity to work with the zoning office in resolving these issues and would expect to present at the time of the hearing a list of proposed activities at the site.

Very truly yours,



John B. Gontrum

JBG/

Enclosures

cc: Joyce Ewers (via facsimile)

2000

WRIGHT, CONSTABLE & SKEEN

C. GORDON HAINES*
THOMAS F. COMBER, 3RD
JOHN BRETNALL POWELL, JR.
MICHAEL J. ABROMAITIS
MONTE FRIED
JAMES W. CONSTABLE
DAVID W. SKEEN
JOHN PHILIP MILLER
JAMES D. SKEEN*
KENNETH F. DAVIES
STEPHEN F. WHITE
BRIAN S. GOODMAN
FREDERICK L. KOBB
PAUL F. EVELIUS
LOIS A. F. MCBRIDE

ATTORNEYS AT LAW

250 WEST PRATT STREET, 13TH FLOOR
BALTIMORE, MARYLAND 21201-2467

TELEPHONE (410) 539-5541

FAX (410) 659-1350

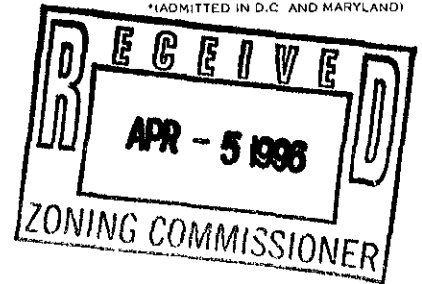
138 E. MAIN STREET
ELKTON, MD 21921-5991
(410) 398-1844
FAX (410) 392-0095

307 W. ALLEGHENY AVENUE
TOWSON, MD 21204-4258
(410) 825-0750
FAX (410) 825-0715

OF COUNSEL
FRANCIS N. IGLEHART
P. MCEVOY CROMWELL

WM. PEPPER CONSTABLE
1882-1976
JOHN D. WRIGHT
1903-1976

*ADMITTED IN D.C. AND MARYLAND



MARY ALICE SMOLAREK*
CHARLES J. MORTON, JR.
CATHERINE H. BELLINGER*
TRACEY D. KING

WRITER'S DIRECT DIAL NUMBER

(410) 659-1315

The Honorable Timothy M. Kotroco
Zoning Commissioner - Baltimore County
400 Washington Ave.
Towson, MD 21204

Re: Petition for Special Hearing
Case No. V-96-300-SPH/2800 Shepperd Road
Monkton, Maryland

Dear Mr. Kotroco:

On behalf of The Manor Area Association and myself personally as a neighbor living on Shepperd Road, I join in the letter memorandum submitted by Lee S. Thomson on behalf of the County. In addition, I refer the court to Fick, et al. v. Weedon, et al., 613 N.E. 2d 362 (Ill. App. 1993) wherein the court defined a bed and breakfast by using the definition enunciated in V. Rundvack's Bed and Breakfast U.S.A. There, bed and breakfast is defined as "... either private residences where the owners rent spare bedrooms to travelers, or small, family-operated inns offering a special kin of warm, personal hospitality." The definition continues - a bed and breakfast "... in the purest sense ... is a private home, often referred to as a 'homestay', where the owners rent their spare bedrooms to travelers." See Rundvack, supra.

R. Buchanan and R. Espeseth (in their book Developing a Bed & Breakfast Business Plan I (1991) as quoted by the court in Fick, supra. notes that breakfast is the only meal served. A copy of the Fick decision is attached.

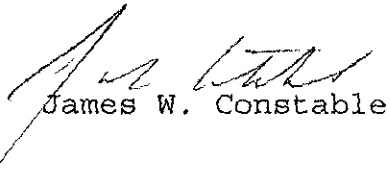
The Owners of 2800 Shepperd Road argued that since horseback riding, swimming, and other recreational activities are permitted common uses of urban residential property, they should be amenities that would be permitted in a bed and breakfast. That

April 4, 1996

Page 2

argument has no more merit than maintaining that, since eating food is an activity frequently associated with residential living, operating a restaurant in a residence should, therefore, be a permitted use. The activities that apparently have occurred at 2800 Shepperd Road are associated more with resorts or hotels. A bed and breakfast, on the other hand, emphasizes the bed and the breakfast. To allow otherwise would be to permit a circumvention of the zoning laws and allow a "backdoor" avenue to uses that are clearly not contemplated as permitted uses in a residential zone.

Respectfully submitted,



James W. Constable

JWC/adg

cc: John B. Gontrum, Esquire
Lee S. Thomson, Esquire

/jwc/ltrs/kotroco

WICKED

Citation
613 N.E.2d 362

FOUND DOCUMENT

Database
NE

Mode
Page

(Cite as: 244 Ill.App.3d 413, 613 N.E.2d 362, 184 Ill.Dec. 335)

John E. FICK and Norma J. Fick, Plaintiffs-Appellees and Cross-Appellants,
v.

Joyce WEEDON and Ray Weedon, Defendants-Appellants and Cross-Appellees.
No. 4-92-0744.

Appellate Court of Illinois,
Fourth District.

Argued April 14, 1993.

Decided May 6, 1993.

Rehearing Denied June 7, 1993.

Grantors sued grantees to enjoin grantees from using residence as bed and breakfast establishment on basis that warranty deed conveying property contain restrictive clause that property should be used only for private dwelling for one family for 25 years. The Circuit Court, Macon County, Daniel L. Flannel, J., granted summary judgment in favor of grantors. Grantees appealed. The Appellate Court, Knecht, J., held that: (1) restrictive covenant was unambiguous and home's commercial use as bed and breakfast violated explicit restriction, and (2) stay of injunction pending appeal was not abuse of discretion.

Affirmed.

[1] COVENANTS k103(1)

108k103(1)

Restrictive covenant in warranty deed requiring that property be used only as private dwelling for one family for 25 years was unambiguous and home's commercial use as bed and breakfast violated covenant.

[2] COVENANTS k134

108k134

Whether restrictive covenant is ambiguous is question of law because determination necessarily involves construction of restriction.

[3] COVENANTS k21

108k21

Paramount rule for interpretation of covenants is to expound them so as to give effect to actual intent of parties as of time covenant was made and as collected from the whole document construed in connection with the circumstances surrounding its execution.

[4] COVENANTS k21

108k21

When language of covenant is unambiguous, clear and specific, no room is left for interpretation or construction.

[5] COVENANTS k49

108k49

Restrictions should be given effect which express language of covenant authorizes.

(Cite as: 244 Ill.App.3d 413, 613 N.E.2d 362, 184 Ill.Dec. 335)

[6] COVENANTS k49

108k49

Although doubts and ambiguities in covenant should be resolved in favor of natural rights and against restrictions, this generalization cannot be used to ignore or override specific language of restrictive covenant.

[7] COVENANTS k77.1

108k77.1

Person in whose favor restrictive covenant runs is prima facie entitled to its enforcement and mere breach of covenant is sufficient grounds to enjoin violation.

[8] INJUNCTION k193

212k193

Granting stay of injunction enforcing restrictive covenant in warranty deed pending appeal of court's ruling interpreting covenant was not abuse of discretion.

[9] APPEAL AND ERROR k479(2)

30k479(2)

Courts may grant stay pending appeal as matter of discretion. Sup.Ct.Rules, Rule 305(b)(1).

[10] APPEAL AND ERROR k986

30k986

On review, court's entry of stay pending appeal will be reversed only if evidence establishes there has been abuse of discretion. Sup.Ct.Rules, Rule 305(b)(1).

****363 *414 ***336** Harold F. Tenney (argued), Carl J. Tenney, Decatur, for defendants-appellants.

John E. Fick (argued), Samuels, Miller, Schroeder, Jackson & Sly, Decatur, for plaintiffs-appellees.

Justice KNECHT delivered the opinion of the court:

Defendants, Joyce and Ray Weedon, appeal from the entry of summary judgment in favor of plaintiffs, John E. and Norma J. Fick, enjoining them from using their residence as a bed and breakfast establishment. We affirm.

On November 8, 1977, plaintiffs conveyed their residence at 919 West Williams Street, Decatur, Illinois, by warranty deed, which was recorded. The deed contained a restrictive clause providing, "said property shall be used for a private dwelling for one family only, for twenty-five (25) years from the date hereof." On August 28, 1990, defendants acquired the property by warranty deed and began operating a bed and breakfast establishment at the residence. Thereafter, plaintiffs sought to enjoin defendants and their successors from using the residence for any purpose other than as a private dwelling until the expiration of the 25-year restriction. Defendants responded to the complaint and admitted "since some time in April of 1992 they have used two bedrooms and some common areas of the subject premises for a 'bed and breakfast' while they used the property for a private ***415** dwelling for one family only." Plaintiffs then filed a motion for summary judgment.

Copr. (C) West 1996 No claim to orig. U.S. govt. works

(Cite as: 244 Ill.App.3d 413, *415, 613 N.E.2d 362, **363, 184 Ill.Dec.335, ***336)

In response to plaintiffs' motion, defendants submitted several affidavits. One such affidavit was from Joyce Weedon. In her affidavit, she stated:

"[S]ince February 14, 1992 [we] have used the premises for a bed and breakfast establishment while we used the property for a private dwelling for our family only. [(5.)] Two bedrooms on the premises have been used as sleeping rooms for guests. These rooms were intended to serve no more than two transient guests per night, although occasionally such a room has also been used by a baby of the other guests. On two occasions to accomodate unusual situations, [we] allowed a third couple to use our bedroom and we slept in a bedroom on the third floor. Otherwise, no part of the premises [was] used as a sleeping room for any guest. Except as otherwise stated * * *, the number of guests [did] not [exceed] four."

Defendants had one "temporary resident" in their home from February 17, 1992, through May 28, 1992. She paid defendants approximately \$160 per week. Normally, defendants only had guests on weekends, although they did have one guest from Sunday to Thursday each week from May 4, 1992, to July 16, 1992. Based on defendants' use of the residence, Robert D. Espeseth, coauthor of Developing a Bed and Breakfast Plan and an associate professor at the University of Illinois, and Vickie Weger, president of the Illinois Bed and Breakfast Association, maintained the bed and breakfast establishment operated by defendants came within the definition of **364 ***337 a "bed and breakfast homestay." A "bed and breakfast homestay" is defined as:

"[a] private, owner-occupied residence in which the frequency and volume of [bed and breakfast] visitors are incidental to the primary use of the building as a private residence. One to five guest rooms are made available to transient visitors and provide supplemental income for hosts. Breakfast is the only meal served and is included in the charge for the room." R. Buchanan & R. Espeseth, Developing a Bed & Breakfast Business Plan 1 (1991).

According to another source, "[bed and breakfasts] are either private residences where the owners rent spare bedrooms to travelers, or small, family-operated inns offering a special kind of warm, personal hospitality." (B. Rundback, Bed & Breakfast U.S.A. 1991 1 (1991) (hereinafter Bed & Breakfast).) A bed and breakfast, "in the purest sense, is a private home, often referred to as a 'homestay,' *416 where the owners rent their spare bedrooms to travelers." Bed & Breakfast at 4. *

After hearing, the trial court granted the motion for summary judgment, finding the covenant was unambiguous and conducting a bed and breakfast on the premises violated this covenant. The court enjoined the defendants from using the residence in violation of the restriction and from conducting a bed and breakfast on the premises until the expiration of the restriction. This appeal followed.

Summary judgment is properly granted when "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Ill.Rev.Stat.1991, ch. 110, par. 2-1005(c); see also Purtil v. Hess (1986), 111 Ill.2d 229, 240, 95 Ill.Dec. 305, 309, 489 N.E.2d 867, 871.) In evaluating the propriety of a trial court's entry of summary judgment the proper standard of review is de novo. (See Outboard Marine Corp. v. Liberty Mutual Insurance Co. (1992), 154 Ill.2d 90, 102, 180 Ill.Dec. 691, 696, 607 N.E.2d 1204, 1209; Illinois Municipal League Risk

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(Cite as: 244 Ill.App.3d 413, *416, 613 N.E.2d 362, **364, 184 Ill.Dec.335, ***337)

Management Association v. Seibert (1992), 223 Ill.App.3d 864, 869, 166 Ill.Dec. 108, 112, 585 N.E.2d 1130, 1134; Shull v. Harristown Township (1992), 223 Ill.App.3d 819, 824, 166 Ill.Dec. 142, 145, 585 N.E.2d 1164, 1167.) A reviewing court will reverse an order granting summary judgment when it finds the existence of a genuine issue of material fact. (Department of Revenue v. Heartland Investments, Inc. (1985), 106 Ill.2d 19, 31, 86 Ill.Dec. 912, 918, 476 N.E.2d 413, 419.) In cases involving contracts, there is a disputed fact precluding judgment when the material writing contains an ambiguity which requires admission of extrinsic evidence. Loyola Academy v. S & S Roof Maintenance, Inc. (1992), 146 Ill.2d 263, 272, 166 Ill.Dec. 882, 886, 586 N.E.2d 1211, 1215.

[1] On appeal, defendants contend the language of the restrictive covenant is ambiguous, and summary judgment, therefore, should not have been granted. Defendants argue they did not violate the restrictive covenant because the dominant use of the property is as a private dwelling for only one family, and their use of the home as a bed and breakfast is only incidental to and compatible with that dominant use. While using the residence as a bed and breakfast, defendants allege the house remained a private dwelling for one family only, thereby complying with the restriction. Conversely, plaintiffs argue the covenant is unambiguous, and defendants' activities clearly violated the restriction. They also contend it takes a tortured reading of the covenant to permit the home's use as a bed and breakfast.

[2][3][4] Whether a restrictive covenant is ambiguous is a question of law because that determination necessarily involves a construction of *417 the restriction. (Cimino v. Dill (1980), 92 Ill.App.3d 345, 348, 47 Ill.Dec. 959, 962, 415 N.E.2d 1272, 1275.) The paramount rule for the interpretation of covenants is to expound them so as to give effect to the actual intent of the parties as of the time the covenant was made and as collected from the whole document construed in connection with the circumstances **365 ***338 surrounding its execution. (Westfield Homes, Inc. v. Herrick (1992), 229 Ill.App.3d 445, 451, 170 Ill.Dec. 555, 559, 593 N.E.2d 97, 101; Lake Barrington Shore Condominium Ten Homeowners Association v. May (1990), 196 Ill.App.3d 280, 282-83, 143 Ill.Dec. 107, 109, 553 N.E.2d 814, 816; Nassau Terrace Condominium Association, Inc. v. Silverstein (1989), 182 Ill.App.3d 221, 224, 130 Ill.Dec. 669, 671, 537 N.E.2d 998, 1000; Mertel v. Howard Johnson Co. (1989), 191 Ill.App.3d 114, 117, 138 Ill.Dec. 503, 505, 547 N.E.2d 670, 672; Cimino, 92 Ill.App.3d at 348, 47 Ill.Dec. at 962, 415 N.E.2d at 1275.) When the language of a covenant is unambiguous, clear and specific, no room is left for interpretation or construction. Board of Directors v. Secretary of Veterans Affairs (1992), 226 Ill.App.3d 281, 286, 168 Ill.Dec. 361, 364, 589 N.E.2d 761, 764.

[5][6][7] Restrictions should be given the effect which the express language of the covenant authorizes. (Amoco Realty Co. v. Montalbano (1985), 133 Ill.App.3d 327, 332, 88 Ill.Dec. 369, 373, 478 N.E.2d 860, 864.) While doubts and ambiguities in the covenant should be resolved in favor of natural rights and against restrictions (Lake Holiday Property Owners' Association v. Arenkil (1988), 172 Ill.App.3d 892, 893-94, 122 Ill.Dec. 795, 796, 527 N.E.2d 167, 168), this generalization cannot be used to ignore or override the specific language of a restrictive covenant. (Westfield, 229 Ill.App.3d at 451, 170 Ill.Dec. at 559, 593 N.E.2d at 101; Sherwood v. Rigsby (1991), 221

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ALICE BROWN
4 "L" KINGS CROSSING COURT
COCKEYSVILLE, MD 21030

ROGER BROWN
2800 SHEPPERD RD.
MONKTON, MD 21111

Deed of Trust 10/27/95

grantor Joyce Luvers

trustee Brian D. Glor + Stephen D. Ruben

(1/17/96)
Recorded.

Benef. Atlas Capital Funding
1450 Mercantile Lane, Suite 207
Springdale, MD 20774

AS10011

DATE: 02/06/96 STANDARD ASSESSMENT INQUIRY (1)

TIME: 13:20:58

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	FM DATE
10 12 020440	10	2-1	05-00	D	NO		01/27/96

DESC-1..	IMPS	AC
DESC-2..	LEWIS	PLAT

PREMISE..	02800	SHEPPERD	RD
00000-0000			

MONKTON ND 21111-0000 FORMER OWNER: BROWN ROGER B

FCV		PHASED IN	
PRIOR	PROPOSED	CURR	CURR
LAND: 53,970	53,910	FCV	ASSESS
IMPV: 269,210	292,480	TOTAL.. 330,916	132,750
TOTL: 323,180	346,390	PREF... 3,910	1,950
PREF: 3,970	3,910	CURT... 313,706	125,480
CURT: 306,210	328,700	EXEMPT.	0
DATE: 10/92	07/95		0

TAXABLE BASIS FM DATE

96/97 ASSESS: 132,750 01/20/96

95/96 ASSESS: 129,660 08/21/95

94/95 ASSESS: 129,660 08/25/94

ENTER-INQUIRY2 PA1-PRINT PF4-MENU PF5-QUIT PF7-CROSS REF

AS10010

DATE: 02/06/96 STANDARD ASSESSMENT INQUIRY (2)

TIME: 13:21:12

PROPERTY NO.	DIST	GROUP	CLASS	OCC.	HISTORIC	DEL	FM DATE
10 12 020440	10	2-1	05-00	D	NO		01/27/96

LOT....	1	BOOK....	0036	MAP....	0023	LOT WIDTH.....	.00
BLOCK..		FOLIO...	0114	GRID....	0016	LOT DEPTH.....	.00
SECTION..				PARCEL...	0046	LAND AREA...	15.240 A
PLAT..						YEAR BUILT.....	00

TRANSFER DATA	EXEMPT DATA
NUMBER..... 087284	STATUS..... 0
DATE..... 01/17/96	CLASS CODE..... 000
PURCHASE PRICE..... 359,863	STATE EXEMPT CODE..... 000
GROUND RENT..... 0	COUNTY EXEMPT CODE..... 000
DEED REF LIBER..... 11385	CURR STATE EX ASMT.... 0
DEED REF FOLIO..... 0512	PRIOR STATE EX ASMT... 0
CONVEYED IND..... 9	CURR COUNTY EX ASMT... 0
TOT-PART TRAN IND..... T	PRIOR COUNTY EX ASMT.. 0

GRANTOR ACCT NO..	10-12-020440	CRITICAL	NEW CONST	CARD	STRUCTURE	CODE	SQ. FEET
AREAS CODE	YEAR	NO					
		00140					4208

ENTER-INQUIRY3 PA1-PRINT PF2-INQUIRY1 PF4-MENU PF5-QUIT PF7-CROSS REF

AS10010

NUMBER.....	087284	STATUS.....	0
DATE.....	01/17/96	CLASS CODE.....	000
PURCHASE PRICE.....	359,863	STATE EXEMPT CODE.....	000
GROUND RENT.....	0	COUNTY EXEMPT CODE.....	000
DEED REF LIBER.....	11385	CURR STATE EX ASMT....	0
DEED REF FOLIO.....	0512	PRIOR STATE EX ASMT...	0
CONVEYED IND.....	9	CURR COUNTY EX ASMT...	0
TOT-PART TRAN IND.....	T	PRIOR COUNTY EX ASMT..	0

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CONVEYED IND.....	9		

(Cite as: 244 Ill.App.3d 413, 417, 613 N.E.2d 362, **365, 184 Ill.Dec.335, ***338) Ill.App.3d 260, 261, 163 Ill.Dec. 542, 544, 581 N.E.2d 696, 698; Lake Barrington, 196 Ill.App.3d at 283, 143 Ill.Dec. at 109, 553 N.E.2d at 816; Mertel, 191 Ill.App.3d at 117, 138 Ill.Dec. at 505, 547 N.E.2d at 672; Cimino, 92 Ill.App.3d at 348, 47 Ill.Dec. at 962, 415 N.E.2d at 1275.)

Moreover, a person in whose favor a restrictive covenant runs is prima facie entitled to its enforcement (Sherwood, 221 Ill.App.3d at 261, 163 Ill.Dec. at 544, 581 N.E.2d at 698; Mertel, 191 Ill.App.3d at 117, 138 Ill.Dec. at 505, 547 N.E.2d at 672), and the mere breach of a covenant is sufficient grounds to enjoin the violation (Sherwood, 221 Ill.App.3d at 261, 163 Ill.Dec. at 544, 581 N.E.2d at 698).

We find the restriction unambiguous, and the home's use as a bed and breakfast violates the explicit restriction. While the home may remain a private dwelling, its use as a bed and breakfast does not fall within the plain meaning of "a private dwelling for one family only." The intent of the language of the covenant was to prohibit other uses of the premises than as single-family residence. Commercial use as a bed and breakfast is prohibited by the express language of the deed. The trial court's order granting summary judgment was correct.

*418 [8] Following the filing of the notice of appeal, defendants filed a motion to stay the enforcement of the injunction pending appeal. The trial court granted the motion. Plaintiffs contend by way of cross-appeal the court erred in granting the stay and ask this court to vacate it and permit the order of permanent injunction to remain in effect pending appeal.

[9][10] Courts may grant a stay pending appeal (see 134 Ill.2d R. 305(b)(1)), as a matter of discretion. (Stacke v. Bates (1990), 138 Ill.2d 295, 302, 149 Ill.Dec. 728, 731, 562 N.E.2d 192, 195; Horvath v. Loesch (1980), 87 Ill.App.3d 615, 620, 43 Ill.Dec. 154, 158, 410 N.E.2d 154, 158; Henderson v. Graham (1988), 167 Ill.App.3d 256, 259, 118 Ill.Dec. 75, 77, 521 N.E.2d 143, 145.) On review, a court's entry of a stay will be reversed only if the evidence establishes there has been an abuse of discretion. (Stacke, 138 Ill.2d at 302, 149 Ill.Dec. at 731, 562 N.E.2d at 195.) Under the circumstances, we find the trial court did not abuse its discretion in granting the stay.

The judgment of the trial court is affirmed, and the stay is dissolved. Affirmed.

LUND and GREEN, JJ., concur.
END OF DOCUMENT

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2800 ● Shepperd Rd. Monkton 21111

Mr. & Mrs. Michael T. McCaughey
2639 Shepperd Rd.
Monkton 21111

Mr. & Mrs. John H. Unser
16909 Herting Rd.
Monkton 21111

Mrs. Elizabeth S. Dow
2936 Shepperd Rd.
Monkton, MD 21111

Mr. & Mrs. John B. Holmes
3022 Shepperd Rd.
Monkton 21111

Mrs. Faye J. Harrison
2515 Shepperd Rd.
Monkton 21111

Mr. & Mrs. Richard A. Uhler
3008 Shepperd Rd.
Monkton 21111

Mr. Garret E. Wernants
2637 Shepperd Rd.
Monkton 21111

Mr. Henry W. Kone
3016 Shepperd Rd.
Monkton 21111

Mr. & Mrs. James K. McManus
2805 Shepperd Rd.
Monkton 21111

Mrs. Agnes R. Holmes
3002 Shepperd Rd.
Monkton 21111

Mr. & Mrs. Richard A. Moore
16730 G. M. Pearce Rd.
Monkton 21111

Mrs. Nancy W. Sussman, et al
c/o H. B. Peck, Jr.
405A Central Ave.
Covson, MD 21004

Mr. & Mrs. Philip E. Spector
20 Shaded Glen Ct.
Owings Mills, MD 21117

Mr. & Mrs. Arthur B. Holmes
16801 Herting Rd.
Monkton 21111

Mr. & Mrs. Joseph L. Kroant
2900 Shepperd Rd.
Monkton 21111



RECEIVED

Mr. John W. Marshall
3001 Sheppard Dr.
Monkton 21111

Mr. Eric W. Snyder + Mrs. Laramie Wiester
2500 Sheppard Rd.
Monkton 21111

Winnie Carpenter, Constituent Service Coordinator
Executive Office

Honorable T. Bryan McIntire
Councilman, District 3

Janet A. Ensor, Detective
Criminal Investigative Serv. Division
B.C. Police Dept.
700 E. Joppa Rd.
Lanson, MD 21286-5501

CITIZEN SIGN-IN SHEET

ADDRESS

2647 SHEPPERS RD

MONKTON MD 21111

Pete Hofmeister

11

Mary Clare Mai

2820 Sheppard Rd.

Mankton, Ind 21111

DANIEL L. MARÍ

2820 542 PPAH RD

MONAHAN MD 2/1/11

Types in Contact.

2300 5400000000

INDIVIDUALLY, PRESS OF
MAYNOR PRESS # 9560.

Monte, MD. 2111

REVELEY A. MOORE

16730 J.M. PEARCE RD

MONKTON MD 21111

JOSEPH L. KROANT

2900 8 speed Rd

Monkton Md 21111

Nancy Ringgold

P.O. Box 397 - Montclair, NJ 07041

Alvin Brown

44 Kings Crossing Ct Md 21030



PLEASE PRINT CLEARLY

Regardant

PROTESTANT(S) SIGN-IN SHEET

NAME

Jayce Ewers

ADDRESS

*2800 Sheppard Rd
Monroton, Md 21111*



10-45-20

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME

ADDRESS

LEE S. THOMSON

BALTO. CO. OFFICE OF LAW

Det. Janet A. Ensor

BALTO. CO. POLICE DEPT

Off Debby Chenoweth

Balto Co. Police Dept

Donna Thompson

Balto Co. Code Enforcement

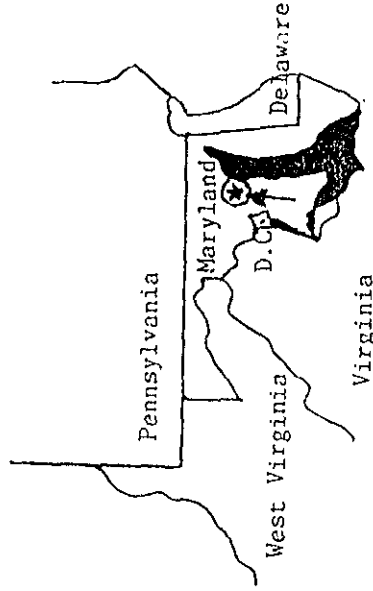
Det. Verina Videnheim

BALTO. CO. POLICE DEPT



LOCATION

1 Hour From Phila. Airport; US 95 S. to
Exit Bel Air Md. Rt. 24
30 Min. From Baltimore City
US 83 N. at Exit 27 Hereford
35 Min. BWI Airport with Limo. Service



Just What You Would Expect Plus More!

Golf; New Zealand bent grass greens
275 yards apart

Hay Rides

Heated Swimming Pool

Archery

Croquet

Volleyball

Ping Pong

Pinball

Slate Pool Table

Horseshoes

Water Rafting

Rainbow Trout Fishing

9 Mile Bike Riding Stoned Path

Antique Shopping

Texas Bar-B-Q

Antique Horsedrawn Buggy Rides

Campfires

Tennis

Giant Color TV

Private Stream

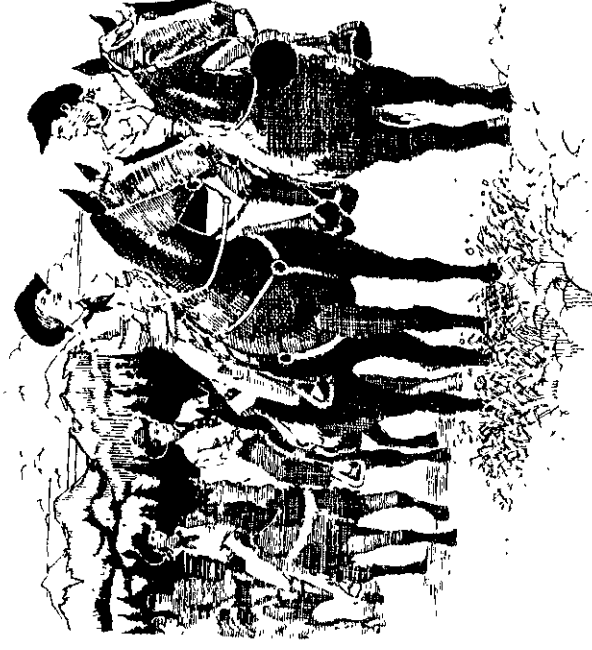
Hiking Trails

Touring; 25 miles from Baltimore's
famous Inner Harbour!

Fox Hunting

Maryland's Famous Hunt Cup Race; and
Two Other Point To Point Steeple Chase
Races Right Here In My Lady's Manor!

THE LONE PARIS DUDE RANCH



*The Lone Paris invites all our guests
to experience a relaxing and fulfilled*

*getaway with us where you can live like
a Cowboy, while being treated like a King!*

*The Lone Paris Dude Ranch
2800 Sheppard Road
Monkton, Maryland 21111
1-800-771-4005*

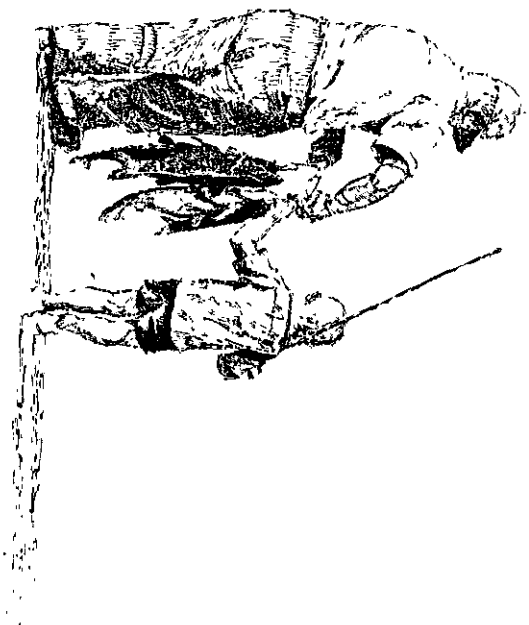
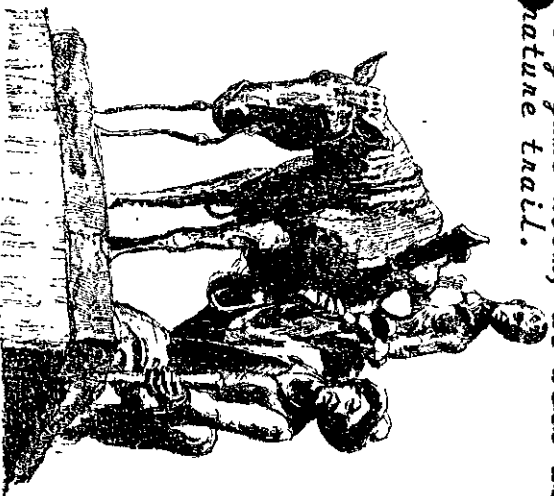
RESERVED



The Lone Paria Dude Ranch is a year round resort nestled in the scenic horse country of Monkscon, Maryland. An 8000 sq. ft. French contemporary mansion will be your home while vacationing in this secluded, beautiful setting.

265 acres are available for horseback riding. Horse and buggy rides provide a relaxing stroll along historic, picturesque backroads. An inground, heated pool and golf course on our property make for a completely all-inclusive resort.

Depending on your arrival date, various activities are scheduled which include hayrides, campfires, Texas-style Bar-B-Q's, country dancing, sing-alongs, and great talent shows. Recreational facilities include volleyball, horseshoes, croquet, a fitness room, a family game room, as well as a nature trail.



Nearby trout fishing and bicycle trails are popular with many of our guests. And if this isn't enough to entertain you, Baltimore's famous Inner Harbor is only 30 minutes south of our ranch!

The Lone Paria provides all meals during your stay in a luxurious dining room, famous for our Steinway Grand Player piano, which accompanies dinner with relaxing melodies. An elegant setting complete with a grand fireplace with unburned passed atmosphere and service, as well as meals such as Roast Prime Rib of Beef, Southern Fried Chicken, and Chesapeake Bay Crab Cakes will be served to you in hearty portions.

We personally invite all of our guests to visit with us and experience a relaxing and fun-filled getaway where you can live like a cowboy while being treated like a king!

All-Inclusive Package

3 days/2 nights \$149

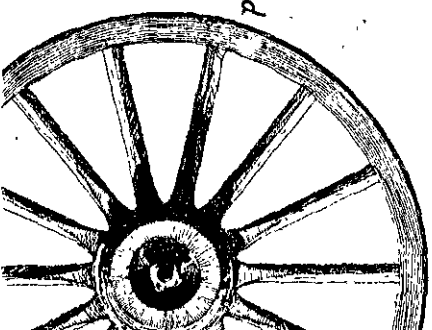
Rates are per person for entire stay package, based on 2 adults per room, and include meals, accommodation, use of facilities.

Children under 7 no charge if staying in room with parents. Service charge of 15% added to all rates plus tax. Deposit-Credit card by phone for immediate confirmation or check by mail. A reservation is not definite until we confirm it. If we are notified of a cancellation 30 days prior to your arrival date, the full amount will be refunded. If we are notified within the 30 day cancellation policy, your \$100 deposit will be forfeited.

Check-In: Rooms are available at 3 pm. You may wish to arrive earlier to use our facilities. Check-Out is 12 noon.

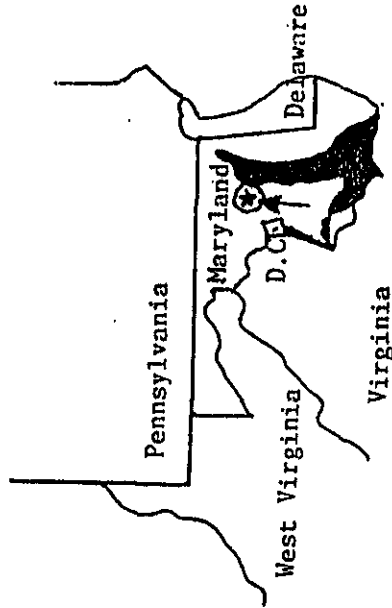
Sorry, no pets permitted.

We look forward to your stay!



LOCATION

1 Hour From Phila. Airport; US 95 S. to
Exit Bel Air Md. Rt. 24
30 Min. From Baltimore City
US 83 N. at Exit 27 Hereford
35 Min. BWI Airport with Limo. Service



Just What You Would Expect Plus More!

Golf; New Zealand bent grass greens
275 yards apart

Hay Rides
Public ~~DE~~ Heated Swimming Pool *McManus*

Archery

Croquet

Volleyball

Ping Pong

Pinball

Slate Pool Table

Horseshoes

Water Rafting

Rainbow Trout Fishing

9 Mile Bike Riding Stoned Path

Antique Shopping

Footprints -- Texas Bar-B-Q

Antique Horsedrawn Buggy Rides

Stark Campfires of *campfire* *quality* *7*

Tennis

Giant Color TV

Private Stream

Hiking Trails

Touring; 25 miles from Baltimore's
famous Inner Harbour!

Fox Hunting

Maryland's Famous Hunt Cup Race; and
Two Other Point To Point Steeple Chase
Races Right Here In My Lady's Manor!

THE LONE PANAIS DUDE RANCH



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to experience a relaxing and fulfilled
getaway with us where you can live like
a Cowboy, while being treated like a King!*

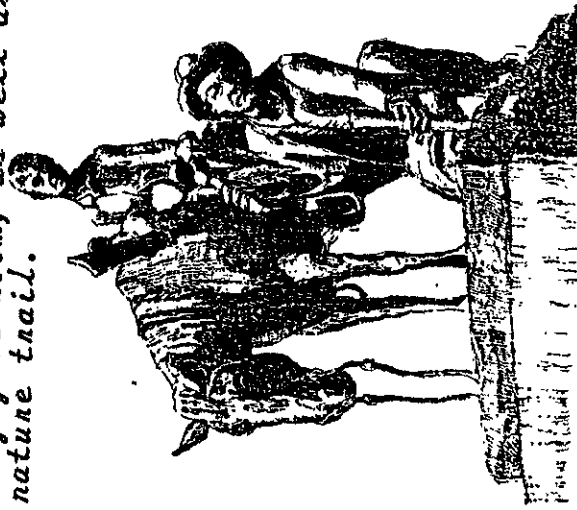
*The Lone Pania Dude Ranch
2800 Sheppard Road
Montclair, Maryland 21111
1-800-771-4005*

Montclair, Maryland

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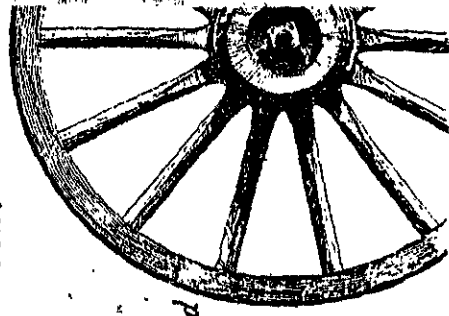
Rates are per person for entire stay package, based on 2 adults per room, and include meals, accommodation, use of facilities.

Children under 7 no charge if staying in room with parents. Service charge of 15% added to all rates plus tax. Deposit-Credit card by phone for immediate confirmation or check by mail. A reservation is not definite until we confirm it. If we are notified of a cancellation 30 days prior to your arrival date, the full amount will be refunded. If we are notified within the 30 day cancellation policy, your \$100 deposit will be forfeited.

Check-In: Rooms are available at 3 pm. You may wish to arrive earlier to use our facilities. Check-Out is 12 noon.

Sorrry, no pets permitted.

We look forward to your stay!



FREEDOM
SURVEYING INC.

1972 ILCHESTER ROAD
ELLCOTT CITY, MD. 21043
(410)-879-3911

FIRM
EFFECTIVE DATE: 5-2-81
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER:
240010 0150 B



LOT No. 1

36' x 60'
METAL STABLE

10' DRAINAGE &
UTILITY EASE

DWELLING
no. 2800

pool
hse.

IN-ARNA pool

FLOOD ZONE:
C

FLOOD ZONE:
B

BLDG. SETBACK
LINE

UTILITY EASEMENT

SHEPPERD

ROAD

I HEREBY CERTIFY THAT THE INFORMATION SHOWN ON THIS PLAT SHOWS ONLY THAT THE IMPROVEMENTS INDICATED HEREON ARE CONTAINED WITHIN THE OUTLINES OF THE LOT UPON WHICH THEY ARE ERECTED UNLESS OTHERWISE NOTED AND IS NOT TO BE USED TO ESTABLISH PROPERTY LINES, SETBACKS OR PROPERTY CORNERS. ONLY EASEMENTS, RIGHTS OF WAYS, AND RESTRICTIONS DESCRIBED IN SUBJECT DEED ARE SHOWN. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

STEVEN K. BROYLES
MARYLAND PROFESSIONAL LAND SURVEYOR REGISTRATION NO. 10860

• STRUCTURES

LOCATION DRAWING FOR:
2800 SHEPPERD ROAD
BALTIMORE CO. MARYLAND

FLOOD ZONE: C & B
SCALE: 1" = 100'
DATE: 3-13-96
JOB NO.: R9603-152

UBER 10152 FOLIO 211
BEING KNOWN AS LOT 1
AS SHOWN ON A PLAT ENTITLED: SUBDIVISION OF PROP.
OF VIRGINIA R. LEWIS
RECORDED IN THE LAND RECORDS OF
BALTIMORE COUNTY MARYLAND IN
PLAT BOOK EHK 36 FOLIO 112



This Column For
COUNTY USE ONLY!

If checked, is it
correct?
yes no

1. ☐ ☐
2. ☐ ☐
3. ☐ ☐

4. ☐ ☐
(Is letter attached?)
5. ☐ ☐

6. ☐ ☐
At least one of the
above must be checked
yes to be eligible!

7. Is the floor
plan ok?
yes no
☐ ☐

8. Do these meet
requirements of
Sec. 402D.17
yes no
☐ ☐

9. Does this meet
requirements of
Sec 409?
yes no
☐ ☐

10. Parking reduction
requested
yes no
☒ ☐

11. Is site plan ok?
yes no
☐ ☐

12. Grandfathered
yes no
☐ ☐

Date Submitted

Reviewed By:

Bed & Breakfast USE PERMIT APPLICATION

This Use Permit is requested in accordance with Sections 402D, and 500.4 of the Baltimore County Zoning Regulations. The property in question is situated in the 10 Election District of Baltimore County, and is more specifically located at 2800 SHEPPARD ROAD

on the North/EAST side of the street, 143.54 feet EAST of GERTING ROAD (street address); is (nearest intersecting street)

- (check at least one; and all that are applicable)
- ☐ on a Class I Commercial Motorway; or
 - ☐ on a Class II Commercial Motorway; or
 - ☒ a certified historic site MONKTON, or (ID #)
 - ☒ in a certified historic district MY LADY'S MANOR, or (name)
 - ☐ eligible to be a certified historic site or district (attach supporting letter from Secretary to the Baltimore County Landmarks Commission), or
 - ☒ outside of the Urban-Rural Demarcation Line (URDL).

The zoning classification of the parcel is RC.
The use for which this permit is requested is as a

- ☒ bed & breakfast home or
☐ bed & breakfast inn
7. with a total of 4 rooms for rent (as more specifically detailed on the attached scaled interior floor plan).

8. The total area of the parcel is 15.24 ACRES ~~square feet~~, with a front lot width of 598 feet and sideyard setbacks of 100 feet and 425 feet.

9. The total number of off-street parking spaces provided is 6.

10. A special hearing is requested of the Zoning Commissioner to allow a reduction in the parking requirements in order the preserve the following existing amenities N/A

11. Said use is more specifically detailed on the attached scaled site plan.

12. This use was in existence prior to September 15, 1988 as the reservation book/log presented indicates.

Requested By:

Joyce Ewers
(Please Print)

Joyce Ewers
(Signature) Legal Owner

Address 2800 Sheppard Rd. 410-583-1509
Monkton, Md

21111

Respondent's Box #3

Received 11/23/95 - D.T.

The Lane Paria Bed & Breakfast is nestled in the scenic horse country of Monteton, Maryland. An 8000 sq. ft. French contemporary will be your home while staying with us in this secluded, tranquil country estate. Breakfast is served in an elegant dining room with a grand fireplace and unsurpassed atmosphere.

Nearby trout fishing, canoeing, and bike trails are popular with many of our guests. Antique shops are love browsing in nearby quiet shops. Also famous for this area are Ladies Topping Gardens, Maryland's Hunt Cup Race, and two other Point to Point Steeple Chase Races. If this isn't enough to entertain you, Baltimore's furnished Inner Harbor is only 30 minutes away!

\$129 rate is per room based on two adults for an overnight stay with breakfast. Children under 7 no charge if staying in room with parent. Service charge of 15% plus tax added to all rates. \$100 deposit-credit card by phone for immediate confirmation or check by mail. If we are notified of a cancellation 30 days prior to your arrival, the full amount will be refunded. If we are notified within the 30 day cancellation policy, your \$100 deposit will be forfeited. Check-In: 3pm. Check-Out: 11am.

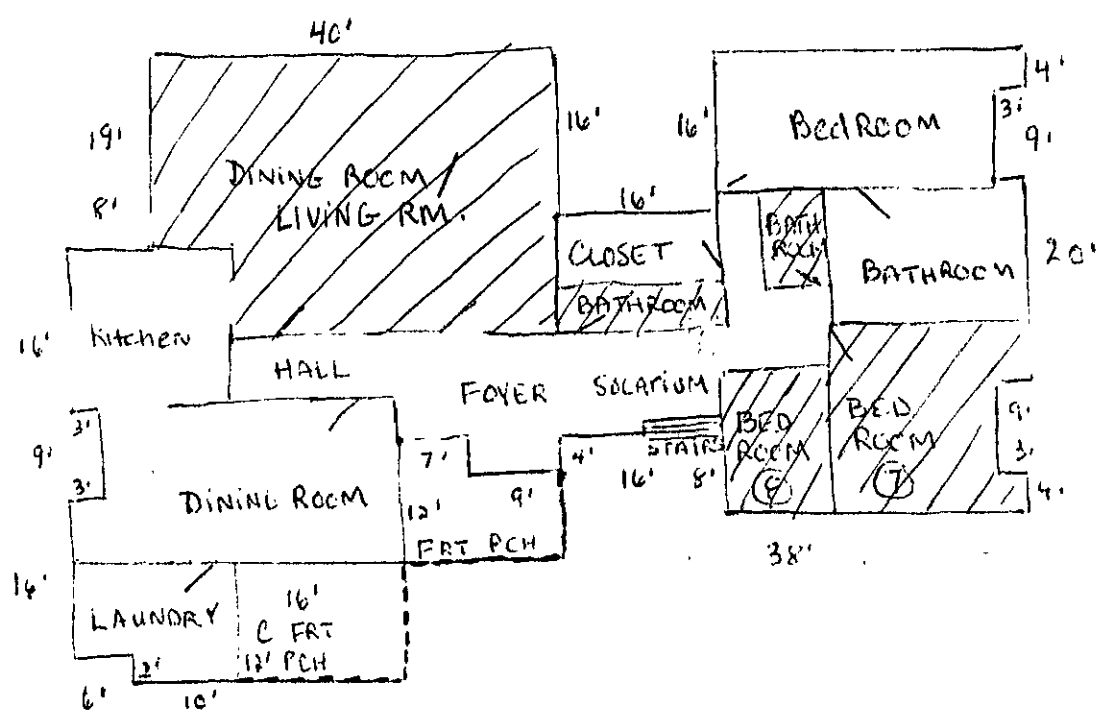
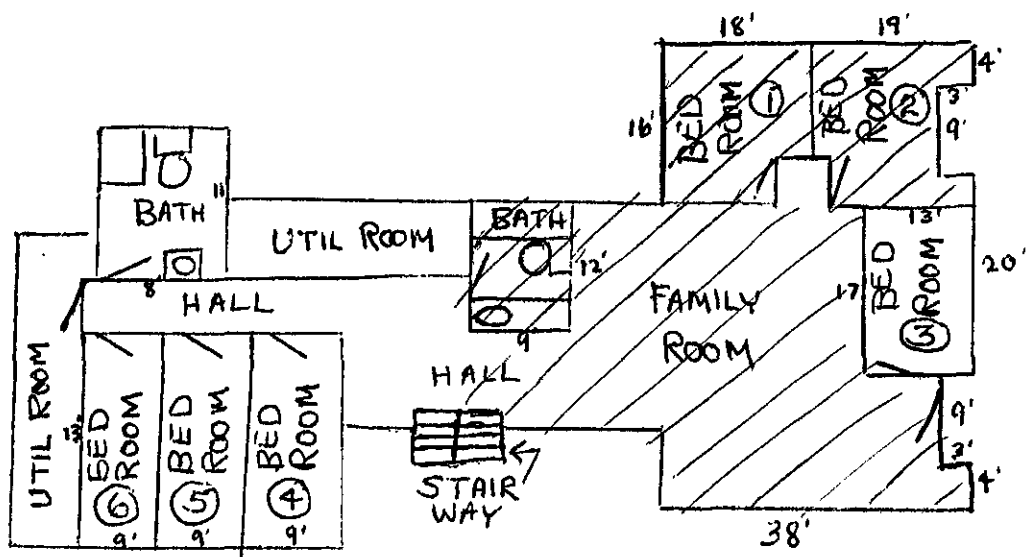
We look forward to your stay!

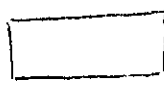
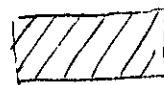
THE LONE PARIS
BED & BREAKFAST

*The Lone Paris invite all of our
guests to experience a relaxing and
tranquil getaway in scenic Maryland
house country !*

THE LONE PARIS
2800 Shepherd Road
Monkton, Maryland 21111

York Rd
 Monkton
 Shepherd *



 = HOME USE
 = GUEST USE

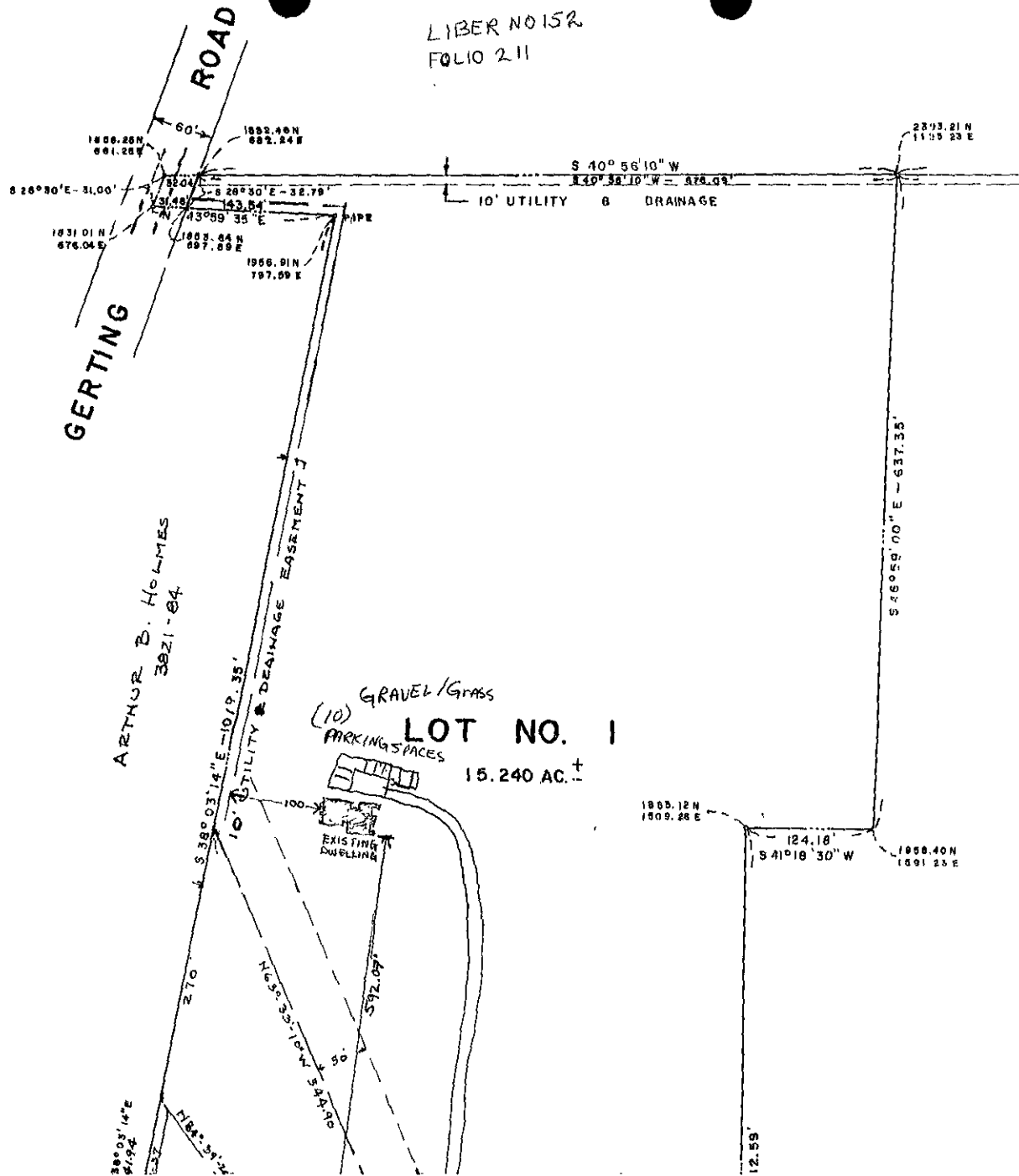
FLOOR PLAN
 2800 SHEPHERD RD.
 MONKTON, MD 21111

To Whom It May CONCERN:

IN REGARD TO A
USE permit for A Bed &
Breakfast. Please find Attached
A COPY of a Brochure that
will be used. 4 ROOMS ARE
AVAILABLE. Breakfast w/
overnite stay of \$129.⁰⁰ +
15% gratuity + TAX.

NO ADDITIONAL Amenities
other than

LIBER NO 152
FOLIO 211



Reduced

JOYCE A. EWERS
PH. 410-771-4085
2800 SHEPPERD RD.
MONKTON, MD 21111

07-93

1667

Nov 23 1995

7-163/520
8023

PAY TO THE
ORDER OF

Baltimore Co. Maryland \$ 40.00
Forty dollars ——— 00/100 ——— DOLLARS

NationsBank

NationsBank, N.A.
Maryland

FOR

use permit for B+B
Joyce Ewers

⑆052001633⑆ ⑆080873750⑆ 1667

© Clarke American

Guardsman® Safety Blue VWR

Rep Ex #4



Comptroller of the Treasury
Sales and Use Tax Division
301 W. Preston Street
Baltimore, Maryland
21201-2383

Louis L. Goldstein

Louis L. Goldstein
Comptroller of the Treasury

MARYLAND

SALES & USE TAX LICENSE

This license must be displayed prominently.
A separate license is required for each place of business.

Sales and Use Tax Registration Number

06696010

Issue Date

10/30/95

THE LONE PARS RUDE RANCH
JOYCE A. RUDE
2800 SHEPPERD RD
MONKTON MD 21111

PO BOX 365

MONKTON MD 21111-0365





Baltimore County
Department of Environmental Protection
and Resource Management

Central Regional
Community Services
North Point Government Center
7701 Wise Avenue
Baltimore, Maryland 21222
(410) 887-7128
Fax: (410) 887-7098

Mr. Roger Brown
2800 Shepard Rd.
Monkton, Md. 21111

September 8, 1995

Dear Mr. Brown:

As per your request, enclosed is a compilation of the information our office has concerning Bed and Breakfast Operations.

If you have any questions, please contact me at 887-7135.

Very truly yours,

Glenn Bittner

Glenn Bittner, R.S.
Food Plans Review

B:Bll.Standif
GB:kh
Enclosure

Resp Ex #5

RECEIVED





OFFICE OF ENVIRONMENTAL PROGRAMS
DEPARTMENT OF HEALTH AND MENTAL HYGIENE

201 WEST PRESTON STREET • BALTIMORE, MARYLAND 21201 • AREA CODE 301 • 225-6031
TTY FOR DEAF: Balto. Area 383-7555
D.C. Metro 565-0451

Adele Wilzack, R.N., M.S., Secretary

William M. Eichbaum, Assistant Secretary

April 29, 1986

TO: Local Health Officers
Environmental Health Directors

FROM: David L. Resh, Jr., Administrator
Community Health Management Program

SUBJECT: Interpretative Memorandum 86-1
Bed and Breakfast Operations

Rec'd
6/29/87
K

This memorandum is being issued in response to inquiries regarding the regulation of bed and breakfast operations.

For the purposes of clarification, a bed and breakfast operation is defined as:

1. A private home which is owner-occupied.
2. Sleeping rooms are let to transients only.
3. Only breakfast is served to the transients.
4. Only lessees and the regular members of the lessor's household are served the meal.

The Community Health Management Program (CHMP) does not intend to launch an assertive effort to require these facilities to comply with COMAR 10.15.03 until such time as certain legal issues are researched and regulations are duly promulgated. That process will resolve regulatory authority and provide a forum for public review and comment prior to any effort to institute enforcement.

The objective in establishing standards will be to develop reasonable criteria for food handling methods and other factors which directly relate to the preparation and serving of safe food products. It is our intent to draft the requirements to accommodate domestic kitchens and residential settings provided a limited number of rooms (five or fewer) are rented.

Interpretative Memorandum 86-1
Bed and Breakfast Operations
Page 2

In the interim, you may want to elicit voluntary compliance with pertinent sections of COMAR 10.15.03 that will provide reasonable safeguards to protect the public. Attached is a copy of the regulations in which suggested minimal standards are bracketed. These criteria should be interpreted and applied within the context of an established home setting.

I hope this provides adequate guidance until the issue can be formally addressed through regulations.

DLR:cat

Attachment

cc: Dr. Ruth Singer
Dr. Max Eisenberg
Ms. Betty Harden
Ms. Jeanette B. Lyon

BALTIMORE COUNTY DEPARTMENT OF HEALTH
BUREAU OF ENVIRONMENTAL SERVICES

SELECTED GUIDELINES TAKEN FROM THE REGULATIONS GOVERNING
EATING AND DRINKING ESTABLISHMENTS

The State of Maryland and Baltimore County Health Departments have developed regulations governing eating and drinking establishments in order to safeguard the food buying public. We have listed below some guidelines, which when followed, will help you to comply with Health Department requirements. Ask your Health Inspector for additional help if needed.

1. It is important that employees thoroughly wash their hands and arms before beginning the work of preparing food or handling and cleaning utensils.
2. Wear clean uniforms or clean aprons over your street clothes.
3. Wear caps or hair nets to restrain the hair.
4. Store coats, shoes and street clothes in a place especially set-up for these items (outside the food preparation area).
5. Keep the floors, walls, and ceiling clean in the kitchen, stockrooms and bathrooms.
6. Keep the outer surfaces of equipment clean (such as grills, woks, soup stoves, mixers, etc.)
7. The food contact surfaces of utensils (such as forks, knives, tongs, spoons, platters, bowls) must be cleaned in a special way to kill any disease-causing organisms which may be present.
8. The dishwashing machine, when properly maintained and operated, will clean and sanitize the utensils. The three-compartment sink is also designed for this purpose. Wash the utensils in the first compartment with a good detergent, rinse well in the second compartment and sanitize, that is, kill the disease causing bacteria by rinsing the utensils in the third compartment to which you have added two tablespoons of household bleach per gallon of water. Let the utensils air-dry on the draining board after the sanitization process.
9. Store the utensils in a clean place, protected from contamination.
10. Remember to clean and sanitize the cutting boards, food preparation tables and other work surfaces which may come into contact with food.
11. Handle food at all times to protect it from contamination, such as sneezing, coughing, dust in the air, unclean surfaces, flies and roaches.

12. Use tongs, spoons, etc., wherever possible to minimize the use of hands.
13. Do not store the utensils in the food. During refrigerator storage, keep the foods covered with wax paper, cellophane wrap or foil. Do not use cloth napkins to cover the food.
14. In the kitchen and stockroom, keep the foods in tightly covered containers and elevated from the floor.
15. Do not reuse cardboard boxes to store food stuffs.
16. All potentially hazardous foods (foods containing meat, fish, eggs, milk or poultry) must be kept at certain temperatures to insure safety. This is very important. The refrigerators must be 45° or below. The cold temperature prevents the disease-causing organisms from rapidly multiplying. Foods must be cooked thoroughly. If the food is to be served hot, it should be stored on a steam table or in a warming oven in order to maintain a temperature of 140°F. or above. The hot temperature will kill most of the disease-causing bacteria. Use thermometers to check the temperatures of your refrigeration units. Your Health Inspector will show you how to clean and sanitize a thermometer for testing the temperatures of hot foods.
17. Keep all hand sinks clean and equipped with hot and cold water, soap and paper towels. Use for handwashing only.
18. Wash hands often during the preparation of food.
19. Treat the drinking ice as food. Keep inner and outer surfaces of the ice-making machine clean. Use a clean scoop to dispense the ice. When not in use, store the scoop outside the ice bin in a sanitary manner.
20. Keep the outside trash storage area free of litter. Keep the garbage in metal cans with tight-fitting lids.
21. Store cleaning compounds, bleach, ammonia, scouring powder, etc., out of the food area to prevent the accidental contamination of food.
22. Store the poisons, insecticides, etc., outside the food areas and separate from the cleaning compounds.

REGION _____

Misc Food

APR 67 RATING _____

ACKNOWLEDGMENT AND CONTROLS	DATE
phone message complaint	12/12/95

Baltimore County Department of
Environmental Protection & Resource
Management

RECORD OF INVESTIGATION

DISPOSITION	DATE

LOCATION Lone Paris Pude Ranch 2800 Sheppard Rd ZIP 21111

OWNER ☐ OCCUPANT ☐ Roger Brown + Joyce Ewers ADDRESS _____ PHONE _____

COMPLAINANT _____ ADDRESS _____ PHONE _____

REASON FOR INVESTIGATION Cooking food for customers on weekends without food permit on Bed + Breakfast license

CODES _____

RECEIVED BY M. L. S DATE 11/3/95 ASSIGNED TO M Schmidt DATE 11/6/95

DATE OF INVESTIGATION 11/5/95 TIME _____ WEATHER _____

REPORT I spoke to Joyce Ewers who told me that she prepares only breakfast for people who stay at her facility and for lunch and dinner she purchases food already cooked from local facilities and that these are included in the price she charges. She also said she will no longer be offering amenities such as home made pudding and fruit pies in addition to the bed and breakfast. After discussion with my supervisor I again spoke to Joyce Ewers by phone 12/06/95 and told her that the price of lunch and dinner had to be separate from the bed and breakfast charge. She said she was already begun the process of making new brochures which only advertise as a bed and breakfast and that all advertising has been cancelled until everything has been cleaned up with zoning. At this time I am unable to show any continuing violation. Joyce Ewers requested a letter stating that she is in compliance with our office so I sent her a copy of this report with the complaint deleted.

Rec File

Rep

DATE SUBMITTED 12/12/95

SANITARIAN Marla Schmidt

Respondent's Ex #6

NOTICE

to the Director of Zoning Administration & Development Management

Special Hearing # _____

Date _____

I hereby acknowledge receipt of the attached Petition for Special Hearing

Date _____ Signature _____

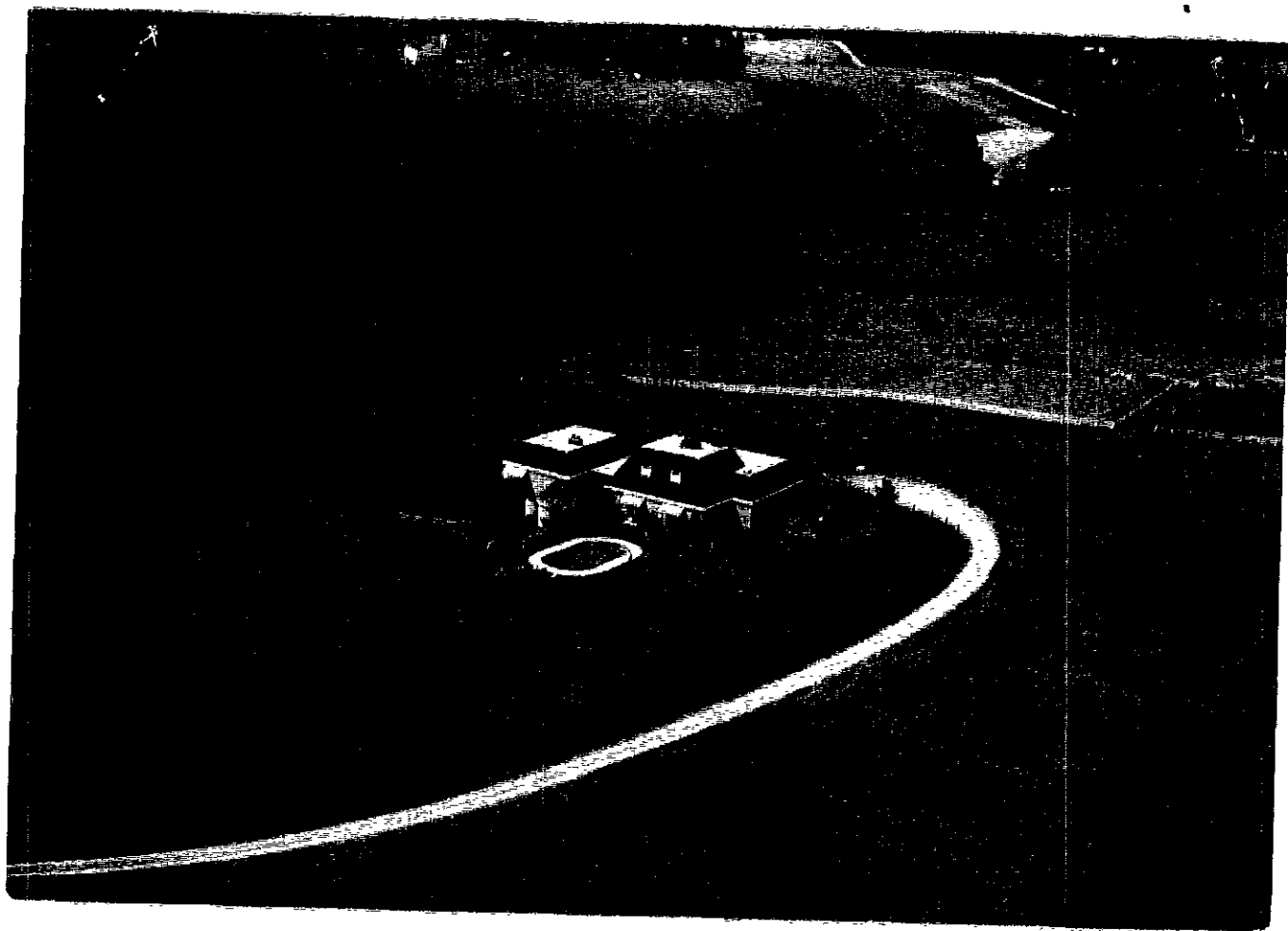
Name (please print) _____

Address _____

Phone # _____

RETURN TO:

Director of Zoning Administration and Development Management
111 West Chesapeake Avenue, Suite 109
Towson, Maryland 21204



MICROFILMED



PETITIONER'S
EXHIBIT 26



**PETITIONER'S
EXHIBIT 2A**

P 286 675 040

96-300 SPH

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sender	
Jaime Ewers	
Street & Number	
2800 Shepherd Rd	
Post Office, State, & ZIP Code	
Monkton Ind 21111	
Postage	\$.32
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.52
Postmark of Date	

POSTMASTER: RETURN TO POST OFFICE

PS Form 3811, December 1994

Domestic Return Receipt

3. Article Addressed to:	4a. Article Number
Jaime Ewers	P 286 675 040
2800 Shepherd Rd	
Monkton Ind 21111	
5. Received By: (Print Name)	4b. Service Type
	<input type="checkbox"/> Registered
	<input type="checkbox"/> Express Mail
	<input type="checkbox"/> Return Receipt for Merchandise
	<input type="checkbox"/> COD
6. Signature: (Addressee or Agent)	7. Date of Delivery
X	2-28-96
	8. Addressee's Address (Only if requested and fee is paid)

POSTOFFICE

SENDER:	1. Also wish to receive the following services (for an extra fee):
<ul style="list-style-type: none"> Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b. Print your name and address on the reverse of this form so that we can return this card to you. Attach this form to the front of the mailpiece, or on the back if space does not permit. Write "Return Receipt Requested" on the mailpiece below the article number. The Return Receipt will show to whom the article was delivered and the date delivered. 	<ul style="list-style-type: none"> <input type="checkbox"/> Addressee's Address <input type="checkbox"/> Restricted Delivery
	Consult postmaster for fee.

1 96-300 SPH

holding

Thank you for using Return Receipt Service.

Stick postage stamps to article to insure First-Class postage, and let mail fees, and charges for any selected optional services. (See front)

1. If you want this receipt guaranteed, stick the gummed strip on the top of the return address leaving the receipt attached and present the article at a post office service window or hand it to your mail carrier (no extra charge)

2. If you do not want this receipt guaranteed, stick the gummed strip to the right of the return address of the article date before article is received and then attached

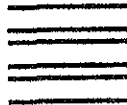
3. If you want a return receipt, write its own return number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article RETURN RECEIPT REQUESTED adjacent to the number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse RESTRICTED DELIVERY on the front of the article

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, attach the applicable blocks in item 1 of Form 3811.

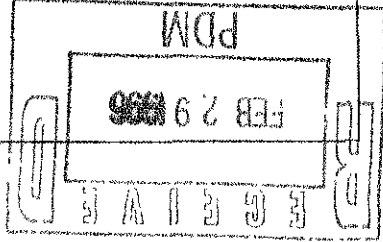
6. Save this receipt and present it if you make an inquiry

UNITED STATES POSTAL SERVICE

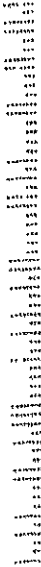


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •



ZONING ENFORCEMENT
111 West Chesapeake Ave.
Towson, MD 21204



P 286 675 045
96-300 SPH

US Postal Service
Receipt for Certified Mail
to Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent To Roger Brown	
Street & Number 2800 Sheppard Rd	
Post Office, State, & ZIP Code Mundeton Ind 41111	
Postage	\$ 32
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 33.10
Postmark or Date	FEB 27 1996 USPS

PS Form 3811, December 1994

Domestic Return Receipt

3. Article Addressed to: Roger Brown 2800 Sheppard Rd Mundeton Ind 41111		4a. Article Number P 286 675 045	
5. Received By: (Print Name) [Signature]		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
6. Signature: (Addressee or Agent) X [Signature]		7. Date of Delivery 2-28-96	
8. Addressee's Address (Only if requested and fee is paid)			

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

Consult postmaster for fee.

Thank you for using Return Receipt Service.

Stick postage stamps to article to cover First-Class postage, certified mail fee, and charges for any selected optional services (See form).

1. If you want this receipt postmarked, stick the gummed strip to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier (no extra charge).

2. If you do not want this receipt postmarked stick the gummed strip to the right of the return address of the article (date, address, and return) a label and mail the article.

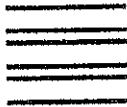
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to this number.

4. If you want delivery restricted to the addressee, or to an authorized agent of the addressee, endorse **RESTRICTED DELIVERY** on the front of the article.

5. Enter fees for the services requested in the appropriate spaces on the front of this receipt. If return receipt is requested, check the applicable blocks in item 1 of Form 3811.

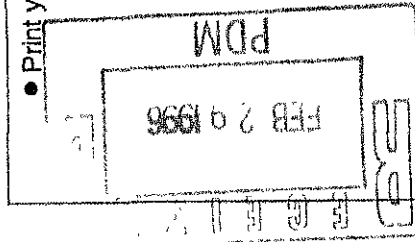
6. Save this receipt and present it if you make an inquiry.

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •



ZONING ENFORCEMENT

14111N Chesapeake Ave.
Towson, MD 21204

P 286 675 043

V 96-3005 PH

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	Blue Brown	
Street & Number	42 Kings Crossing Ct	
Post Office, State, & ZIP Code	Cockeysville Ind 21030	
Postage	\$.32
Certified Fee		1.10
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered	1-10	
Return Receipt Showing to Whom Date, & Addressee's Address		
TOTAL Postage & Fees	\$	2.52
Postmark of Date	1996	

PS Form 3811, December 1994

Domestic Return Receipt

5. Received By: (Print Name)
Blue Brown

6. Signature: Addressee or Agent
Blue Brown

7. Date of Delivery
2/23/96

8. Addressee's Address (Only if requested and fee is paid)

Article Addressed to:
Blue Brown
42 Kings Crossing Ct
Cockeysville Ind 21030

4a. Article Number
286 675 043

4b. Service Type
☐ Registered
☐ Express Mail
☐ Return Receipt for Merchandise
☐ COD

SENDER:
■ Complete items 1 and/or 2 for additional services.
■ Complete items 3, 4a, and 4b.
■ Print your name and address on the reverse of this form so that we can return this card to you.
■ Attach this form to the front of the mailpiece, or on the back if space does not permit.
■ Write "Return Receipt Requested" on the mailpiece below the article number.
■ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):
1. ☐ Addressee's Address
2. ☐ Restricted Delivery
Consult postmaster for fee.

Thank you for using Return Receipt Service.

charges for any selected optional services (See item 1)

1. If you want this receipt postmarked, stick the gummed stub to the right of the return address leaving the receipt attached and present the article at a post office service window or hand it to your rural carrier (no extra charge).
2. If you do not want this receipt postmarked, stick the gummed stub to the right of the return address of the article, take, detach and retain the receipt and mail the article.
3. If you want a return receipt, write the certified mail number and your name and address on a return receipt card, Form 3811, and attach it to the front of the article by means of the gummed ends if space permits. Otherwise, affix to back of article. Endorse front of article **RETURN RECEIPT REQUESTED** adjacent to the number.
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6. Save this receipt and present it if you make an inquiry.

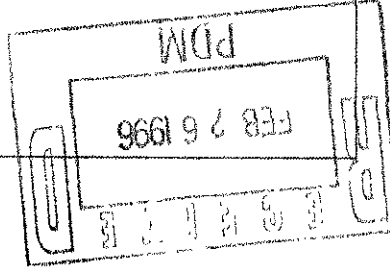
UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Print your name, address, and ZIP Code in this box •

ZONING ENFORCEMENT
111 West Chesapeake Ave.
Towson, MD 21204



216027.8mN
438430.5mE

648

HARFORD CO.
MAP 30

645



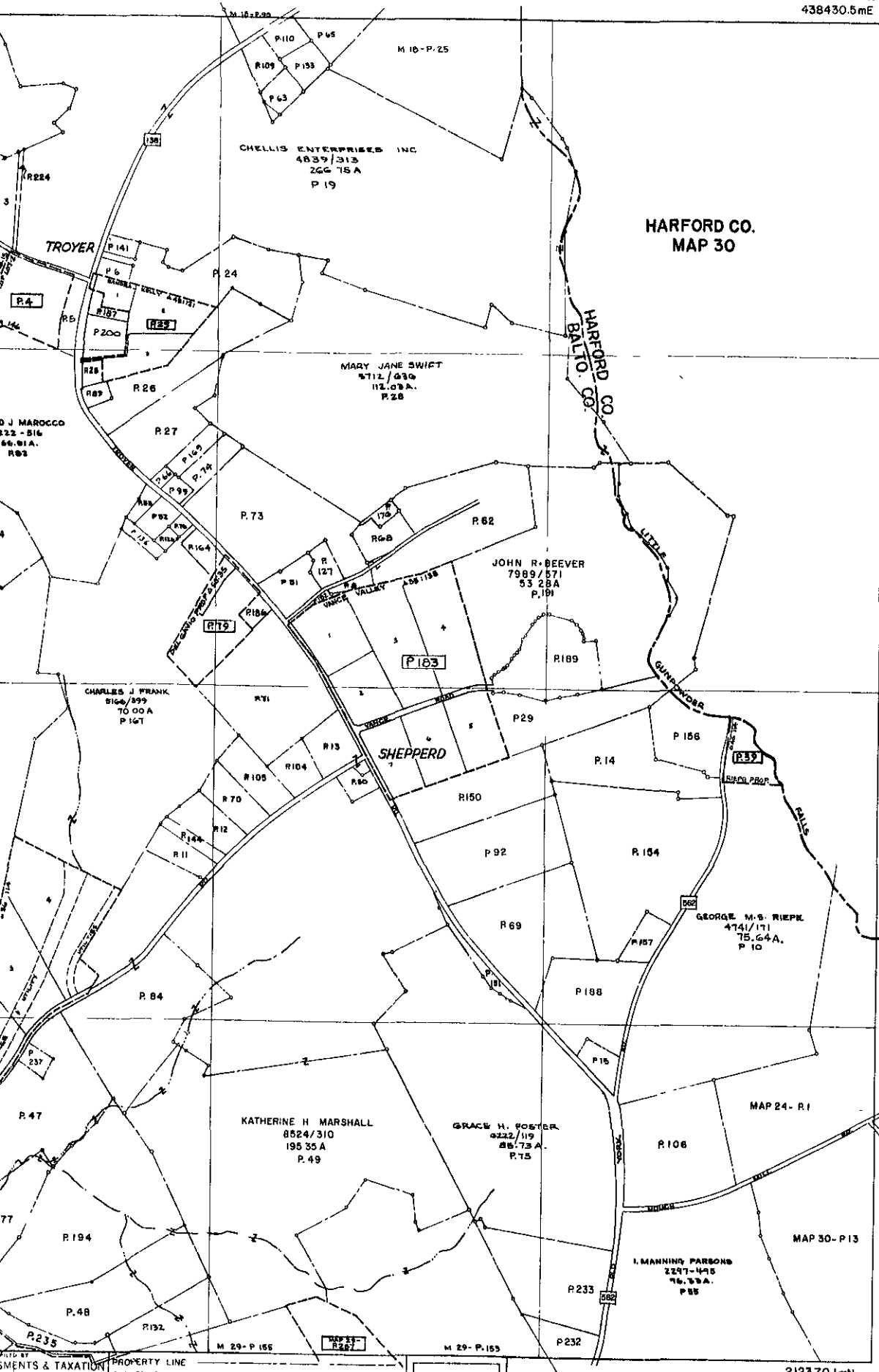
642

(24)

639

636

V96-300-SPH



PROPERTY LINE
SUB-DIVISION BOUNDARY

212370.1mN

212369 BmN
432944.0mE

IN RE: PETITION FOR SPECIAL HEARING
2800 Shepherd Road, E of
Gerding Road
(3800 Shepherd Road)
10th Election District
3rd Councilmanic District

* BEFORE THE
* DEPUTY ZONING COMMISSIONER
* OF BALTIMORE COUNTY
* Case No. V96-300-SPH

Joyce Ewers, Legal Owner;
Baltimore County Department of Permits & Development Management
(PDM), Division of Zoning Enforcement - Petitioner

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before the Deputy Zoning Commissioner as a Petition for Special Hearing for that property known as 2800 Shepherd Road, located in the vicinity of Gerding Road in Monkton. The Petition was filed by the Baltimore County Department of Permits and Development Management (PDM), through Donna Thompson, Code Enforcement Inspector. The Petitioners seek a determination as to whether the activities taking place on the subject property, zoned R.C.2, are permitted uses, either individually or collectively, for commercial purposes within the spirit and intent of the Baltimore County Zoning Regulations (B.C.Z.R.).

Appearing at the hearing on behalf of the Petition were Donna Thompson, Code Enforcement Inspector with PDM, Detectives Janet A. Ensor and Verna Widenhouse, and Officer Dabby Chenoweth with the Baltimore County Police Department, all of whom were represented by Lee S. Thomson, Esquire, Attorney at Law with the Baltimore County Office of Law. Appearing in response to the Petition for Special Hearing were Mrs. Joyce Ewers, legal owner of the subject property, and her attorney, John B. Gontum. In addition, numerous citizens from the Monkton area appeared at the hearing, all of whom signed the Citizens' Sign-In Sheet.

Testimony and evidence offered revealed that the property which is the subject of this special hearing, consists of 15.24 acres, more or

less, zoned R.C. 2 and is improved with a large single family dwelling, swimming pool and other accessory outbuildings. As noted above, several Officers from the Baltimore County Police Department attended the hearing and testified concerning the uses they observed being conducted on the site during the course of their investigation. Apparently, the Police became involved in this matter after receiving numerous complaints from individuals who had visited the property in response to advertisements about it being a "Dude Ranch". The Petitioners submitted into evidence as Petitioner's Exhibit 1, a brochure advertising the "Lone Paris Dude Ranch" located at 2800 Shepherd Road in Monkton. The brochure advertises the property as a Dude Ranch offering a variety of activities, including golf, horseback riding, hayrides, heated swimming pool, horseshoes, water rafting, rainbow trout fishing, Texas Bar-B-Q, campfires, hiking trails, fox hunting, and other types of recreational activities, all of which would cost patrons a mere \$149 for a three-day, two-night stay.

Detective Ensor testified that she personally investigated the property in September, 1995 at which time she was met at the site by Ms. Ewers, the property owner, and a Mr. Brown. Detective Ensor was informed by Ms. Ewers that the Dude Ranch was not open at that time as they were making renovations to the property. Ms. Ewers described the operation of her business and the types of activities and accommodations offered to patrons. Detective Ensor further investigated whether the subject property had applied for or obtained the proper permits from Baltimore County in order to operate this "Dude Ranch". Detective Ensor testified that the Zoning Office informed her that no permit had been issued for the use of the property as either a "Dude Ranch" or as a Bed and Breakfast. Furthermore, Detective Ensor found that the Comptroller of the Treasury had issued

- 3 -

no sales tax permit for the property and that the Department of Agriculture had not issued a riding stable permit for the property.

Detective Ensor also interviewed residents who had actually stayed at the Lone Paris Dude Ranch. While interviewing a Mr. Joseph Carterelli, Detective Ensor was informed that the golf course consisted of coffee tins placed into the ground in which participants were to putt the golf ball. Mr. Carterelli stated that the swimming pool was not clean and unsuitable for swimming. He further stated that fried chicken was brought in from an outside restaurant and that refrigerated lunches were provided to guests. Detective Ensor testified that she also interviewed other individuals who both visited and stayed at the Lone Paris Dude Ranch.

Detective Verna Widenhouse testified that she also investigated the Dude Ranch. She testified that on October 13, 1995, she went to the property posing as a Ms. Scalise who had previously made reservations to stay. Detective Widenhouse testified that she was greeted at the property by Ms. Ewers, was welcomed into the home and showed into the sitting room and dining room areas. Ms. Ewers informed Detective Widenhouse that dinner would be served later, that there would be country dancing later, and that her sleeping quarters would be in the basement of the home. Detective Widenhouse observed during her visit a pool table, an old projection TV, and coffee maker, and old worn out furniture located in the basement area of the house. She further testified that the water in the swimming pool was green in color, appeared filthy, and contained many leaves and twigs. When she asked if the pool was available for swimming, Ms. Ewers told her "yes". Detective Widenhouse also observed that the grass had been mowed in a circular fashion, apparently in an attempt to represent a golf green. She also visited the barn stable area and saw

- 3 -

three horses, which, in her opinion, were unkempt and full of burrs, and that there was a lot of manure around the stable area, which was not well-maintained. Detective Widenhouse then left the premises and called Ms. Ewers and told her that the accommodations were not satisfactory, at which time her investigation of the property was concluded.

On behalf of his client, Mr. Gontum called Ms. Donna Thompson, Code Enforcement Inspector for Baltimore County, to testify. Ms. Thompson testified that Ms. Ewers had submitted an application for a use permit to operate a Bed and Breakfast on the subject site; however, that application was denied by Ms. Thompson. The application changed the nomenclature of the operation from a Dude Ranch to a Bed and Breakfast.

In response to questioning, Ms. Thompson testified that many of the requirements of Section 402.D of the B.C.Z.R. which are applicable to Bed and Breakfast facilities were met by the Petitioner; however, she could not provide testimony that the Petitioner satisfied all of those requirements. Furthermore, it should be noted that the hearing on this matter was not to approve its use as a Bed and Breakfast, for which an application, as noted above, was denied by Baltimore County.

Ms. Thompson was the only witness called by the owner of the property to testify in response to the Petition for Special Hearing. The activities taking place on the property, as advertised in the brochure marked Petitioner's Exhibit 1, and as testified to by the Detectives who appeared on behalf of the Petition, were not denied or contradicted by the property owner. Taking into consideration the types of activities that are taking place on the property, and as advertised in Petitioner's Exhibit 1, I find that the owner of the property is operating a hotel, as that term is defined in Section 101 of the B.C.Z.R., Page 1-19 thereof. The

- 4 -

zoning classification for the subject property is R.C.2, which does not permit a hotel use to exist. Therefore, the Petitioner's use of the property as noted above must cease immediately. Furthermore, the subject property shall only be utilized as a single family residence, until such time as the property owner obtains a valid use permit from Baltimore County which would permit the use of the property in some other fashion.

Pursuant to the relief requested in the Petition for Special Hearing, the hearing on the merits of this case, and the memoranda submitted by Counsel, I find that the activities and services offered on the property known as 2800 Shepherd Road constitute that of a hotel, as that term is defined within the B.C.Z.R., and as such, is not a permitted use of this property.

THEREFORE, IT IS ORDERED by the Deputy Zoning Commissioner for Baltimore County this 15th day of April, 1996 that the Owner of the property, Joyce Ewers, shall immediately cease and desist offering those services and activities such as golf, horseback riding, hayrides, archery, croquet, volleyball, ping pong, pinball, pool, horseshoes, campfires, Barb-B-Q, country dancing, and talent shows, and such uses as restaurant, hotel, bed and breakfast home or inn, when such services, activities and/or uses are offered for compensation; and.

IT IS FURTHER ORDERED that the property known as 2800 Shepherd Road shall only be utilized for residential purposes, until such time as a valid use permit for some other permitted use within the R.C.2 zone shall be issued to the property owner.

TMK:bjs

Timothy M. Kotroco
TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

- 5 -

Suite 112 Courthouse
400 Washington Avenue
Towson, MD 21204

April 15, 1996

(410) 887-4386

John B. Gontum, Esquire
814 Eastern Boulevard
Baltimore, Maryland 21221

RE: PETITION FOR SPECIAL HEARING
2800 Shepherd Road, E of Gerding Road
(2800 Shepherd Road)
10th Election District - 3rd Councilmanic District
Joyce Ewers, Legal Owner; Baltimore County Department of Permits and Development Management (PDM), Petitioner
Case No. V96-300-SPH

Dear Ms. Ewers:

Enclosed please find a copy of the decision rendered in the above-captioned matter. The Petition for Special Hearing has been denied in accordance with the attached Order.

In the event any party finds the decision rendered is unfavorable, any party may file an appeal to the County Board of Appeals within thirty (30) days of the date of this Order. For further information on filing an appeal, please contact the Zoning Administration and Development Management office at 887-3391.

Very truly yours,

Timothy M. Kotroco
TIMOTHY M. KOTROCO
Deputy Zoning Commissioner
for Baltimore County

TMK:bjs

cc: Ms. Joyce Ewers
2800 Shepherd Road, Monkton, Md. 21111

James W. Constable, Esquire, Wright, Constable & Skeen
250 W. Pratt Street, 13th Floor, Baltimore, Md. 21201-2467

Ms. Donna Thompson, PDM
Mr. Lee Thomson, Office of Law
People's Counsel; Case File

Petition for Special Hearing Case #: V-96-300-SPH to the Zoning Commissioner of Baltimore County

for the property located at 2800 Shepherd Rd., Monkton, MD 21111
which is presently zoned R.C. 2

This Petition shall be filed with the Office of Zoning Administration & Development Management, Baltimore County, ready for filing on a Special Hearing under Section 35.3 of the County Code and Section 502.6 of the Zoning Regulations of Baltimore County, for the Zoning Commissioner to conduct a hearing to determine if the proposed use is a permitted use or non-compliance with any zoning regulations or order issued by the Zoning Commissioner, Board of Appeals or Court, or for the proper interpretation of the zoning regulations or order issued by the Zoning Commissioner, Board of Appeals or Court, or for the proper interpretation of the zoning regulations or order issued by the Zoning Commissioner, Board of Appeals or Court.

Section number(s): 101, 102.1, 1A01.2B, 422, 402D, 500.6, 500.7 "Accessory Use", "Amusement Devices", "Bed and Breakfast Home or Inn", "Dwelling", "Hotel or Motel", "Restaurant, Standard", "Riding Stable", "Nightclub"

Nature of violation(s):

To determine whether golf, horseback riding, hayrides; sports such as archery, croquet, volleyball, ping pong, pinball, pool, horseshoes, also, campfires, bar-b-q's, country dancing, talent shows, restaurant, hotel, bed and breakfast home or inn are uses permitted either individually or collectively for commercial purposes within the spirit and intent of the Baltimore County Zoning Regulations.

I do solemnly affirm that the contents stated above are correct to the best of my knowledge, information and belief.

John B. Gontum
Date: 4/15/96
By: *John B. Gontum*

John B. Gontum
Office of Zoning Administration Representative

SUMMONS ISSUED TO:

JOYCE EWERS
2800 SHEPHERD ROAD
MONKTON MD 21111

ALICE BROWN
4711 KINGS CROSSING COURT
COCKEYSVILLE MD 21030

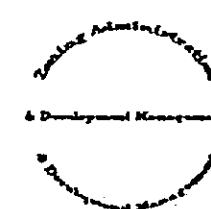
ROGER BROWN
2800 SHEPHERD ROAD
MONKTON MD 21111

To appear and testify in the matter of an alleged zoning violation or for the purpose of a proper interpretation of the zoning regulations or order of the Zoning Commissioner, Board of Appeals or Court.

Hearing Date: MARCH 28, 1996 Time: 9:00 am Place: 400 WASHINGTON AVE., TOWSON MD 21204

Please be advised that your failure to appear at the date, time and location stated above could result in a default judgment.

ORDER RECEIVED FOR FILING
Date: 4/15/96
By: *John B. Gontum*



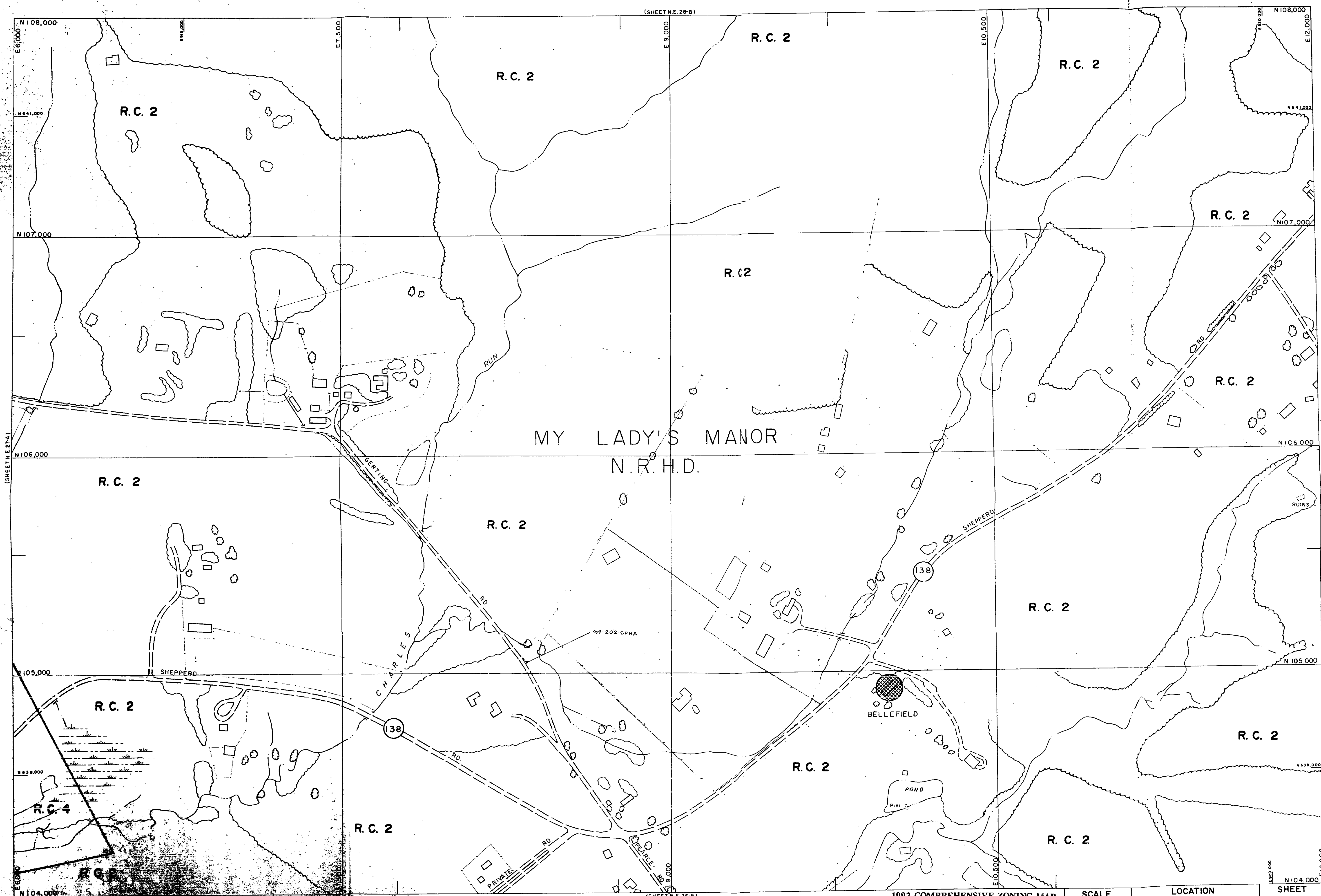
OFFICE USE ONLY
ESTIMATED LENGTH OF HEARING

RE: V-96-300-SPH

Notice of Hearing mailed to the following parties:

Mr. & Mrs. Richard A. Uhler/3800 Shepherd Road/Monkton MD 21111
Mr. & Mrs. John B. Holmes/3022 Sheppard Road/Monkton MD 21111
Mr. & Mrs. Michael McCaughey/2639 Sheppard Road/Monkton MD 21111
Mr. Elizabeth S. Dow/2936 Sheppard Road/Monkton MD 21111
Ms. Faye J. Garrison/2505 Sheppard Road/Monkton MD 21111
Mr. Gary E. Winants/2637 Sheppard Road/Monkton MD 21111
Mr. & Mrs. James K. McManus/2805 Sheppard Road/Monkton MD 21111
Mr. & Mrs. Richard A. Moore/16730 J. M. Pearce Road/Monkton MD 21111
Mr. & Mrs. Philip E. Spector/20 Shaded Glen Ct/Owings Mills MD 21117
Mr. & Mrs. Joseph L. Kroat/2900 Sheppard Road/Monkton MD 21111
Mr. & Mrs. John H. Ensor/16909 Gerding Road/Monkton MD 21111
Mr. Henry W. Kone/3016 Sheppard Road/Monkton MD 21111
Ms. Agnes R. Holmes/3002 Sheppard Road/Monkton MD 21111
Ms. Nancy W. Susman, et al/H. B. Peck, Jr./405A Central Ave/Towson
Mr. & Mrs. Arthur B. Holmes/16801 Gerding Road/Monkton MD 21111
Mr. John W. Marshall/3001 Sheppard Drive/Monkton MD 21111
Mr. Eric W. Snyder/Ms. Lana Wiesner/2500 Sheppard Rd/Monkton MD 21111
Win. Le Carpenter/Constituent Service Coordinator/Executive Office
Honorable T. Bryan McIntire/Councilman/District 3
Det. Janet Ensor/Balto. Co. Police/700 E. Joppa Road/Towson MD 21204

NOTE: FOR INFORMATION REGARDING THIS HEARING, PLEASE CALL 887-3391.



11-SW

1992 COMPREHENSIVE ZONING MAP
Adopted by the Baltimore County Council
Oct. 15, 1992

[Signature]
Chairman, County Council

THIS MAP HAS BEEN REVISED BY SELECTED AREAS TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS BY BUCHARTY-HORN, INC. BALTIMORE, MD. 21216

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
OFFICIAL ZONING MAP

1992 COMPREHENSIVE ZONING MAP
Adopted by the Baltimore County Council
Oct. 15, 1992

Bill Nos. 183-92, 184-92, 185-92, 186-92, 187-92, 188-92, 189-92

[Signature]
Chairman, County Council

SCALE 1" = 200' ±	LOCATION SOUTHWEST OF SHEPPERD	SHEET NE. 27-B
DATE OF PHOTOGRAPHY JANUARY 1986		

Referendum #2



BALTIMORE COUNTY **V96-300-S-
PH**
OFFICE OF PLANNING AND ZONING
PHOTOGRAPHIC MAP

PREPARED BY AIR PHOTOGRAPHICS, INC.
MARTINSBURG, W.V. 25401

SCALE
1" = 200' ±

DATE
OF
PHOTOGRAPHY
JANUARY
1986

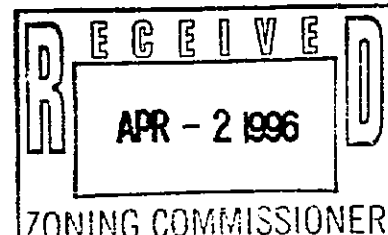
LOCATION
SOUTHWEST OF
SHEPHERD

SHEET
N.E.
27-B



Baltimore County
Office of Law

400 Washington Avenue
Towson, Maryland 21204
(410) 887-4420
Fax: (410) 296-0931



April 1, 1996

The Honorable Timothy M. Ketroco
Deputy Zoning Commissioner
400 Washington Avenue
Towson, Maryland 21204

RE: Petition for Special Hearing
Case No. V-96-300-SPH
2800 Shepperd Road
Monkton, Maryland

Dear Mr. Ketroco:

At the conclusion of the hearing in the above captioned matter on March 28, 1996, you invited counsel to submit memoranda. As my remarks will be brief, I have taken the liberty of doing so in letter form. I trust that this will be acceptable.

There were, in essence, two stages to this proceeding. The testimony and evidence which was presented by this office, on behalf of the Petitioner, related to the use of the property occurring prior to the date of the hearing. I would urge you to find, based upon that evidence, and taking into account that it was un rebutted, that the Respondents had conducted or operated a hotel upon the premises above referenced during the period September through November, 1995. The brochure authored by the Respondents (Petitioner's Exhibit No. 1) described the premises as "The Lone Paris Dude Ranch". The term "Dude Ranch" is not defined in the Baltimore County Zoning Regulations (BCZR). Turning then to the definition contained in Webster's Third New International Dictionary, the term "Dude Ranch" is defined as "a ranch or resort for vacationers offering primarily horseback riding and other activities typical of western ranches". A review of Petitioner's Exhibit No. 1 would seem to suggest that only a few of the amenities listed thereon could be said to be "typical of western ranches".

The BCZR defines a hotel as follows:

"A building or group of buildings containing guest rooms or units, where, for compensation, lodging is provided on a daily, weekly, or similar short-term basis. A hotel or motel shall be deemed to include any establishment which provides residential living accommodations on a short-term basis such as an apartment hotel. A hotel or motel may contain restaurants, meeting rooms, recreation facilities, lounges, retail shops, and personal services as ancillary uses."

In the instant case the evidence has established that the building on the premises contained guest rooms where lodging was provided for compensation on a short-term basis. The evidence would further reflect that meals were served on the premises (as in restaurants) and that numerous recreation facilities were provided as ancillary uses.

It is therefore respectfully suggested that an application of the evidence presented before you to the definition quoted would lead to the conclusion that the use of the premises during the period stated was that of a hotel which use is not a permitted use in a residential zone under any circumstances. Similarly, even were it determined that the use of the property was that of a "Dude Ranch" as Respondents described it in their brochure, neither is that use a permitted use in a residential zone.

The second aspect of the proceeding before you was an effort on the part of one of the Respondents to adduce testimony from an employee of the Department of Permits and Development Management which would substantiate the proposition that the use of the subject property for the operation of a bed and breakfast home or a bed and breakfast inn, uses permitted in residential zones by the BCZR as a matter of right, would necessarily include numerous and varied ancillary uses such as those described and referred to in Petitioner's Exhibit No. 1. To dispose of this contention one must consider two matters. The first of those is the definition of a "Bed and Breakfast Inn" as found in the BCZR (Respondent's application for a use permit, introduced into evidence as an exhibit, reflected an intent to provide four rooms for paying guests):

"A tourist home that provides four to twelve rooms (limited to a maximum of 16 persons) for paying guests on an overnight basis for periods not to exceed 14 days with breakfast being available on premises at no additional cost. A bed and breakfast inn is allowable only in a building originally constructed as a one-family dwelling pursuant to the provisions and procedures prescribed in Section 402D of these regulations."

The definition of use makes it unequivocally clear that the use contemplated is that for a room on an overnight basis plus the provision of breakfast. No reference is made in the definition to amenities or ancillary uses such as is included within the definition of a hotel, supra.

Secondly, one must consider the fact that a bed and breakfast use is a use permitted as a matter of right in all residential zones as opposed to a hotel which is a use absolutely prohibited in all residential zones. Had the County Council intended to permit the same amenities to be included in the operation of a bed and breakfast inn as are permitted in the operation of hotel, it would have said so. Additionally, it is inconceivable that the Council would have intended to permit such uses, unrestricted and as a matter of right, in all residential zones.

In sum, and for the reasons stated, Petitioner would urge you to find:

1. That during the period September through November, 1995, the property situate at 2800 Shepperd Road was used as a "hotel" as that term is defined in the Baltimore County Zoning Regulations; and,

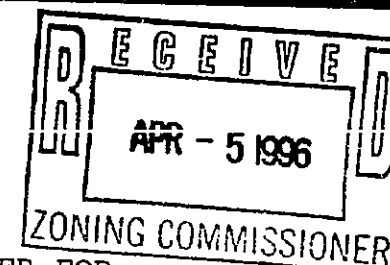
2. That where a permit has been issued for the use of residential property for the operation of a bed and breakfast inn the use of the property by, or for the benefit of the paying guests thereon, is limited to lodging and the provision of a breakfast meal.

Respectfully,

Lee S. Thomson
Assistant County Attorney

LST/ile

cc: John B. Gontrum, Esquire
James W. Constable, Esquire



PETITION FOR SPECIAL * BEFORE THE
HEARING TO DETERMINE * ZONING COMMISSIONER FOR
APPROPRIATE USAGE OF SITE * BALTIMORE COUNTY
IN AN R.C. 2 ZONE FOR BED AND *
BREAKFAST OR OTHER USAGE * CASE NO. V-96-300-SPH
IN RE: 2800 SHEPPERD ROAD *
* * * * *

MEMORANDUM OF RESPONDENT

STATEMENT OF THE CASE

This matter came about as the result of a Petition for Special Hearing filed by the Office of Zoning Administration to determine generally what uses occurred at 2800 Shepperd Road and whether those uses met the criteria of a bed and breakfast or some other use. Also sought was a determination of what accessory uses, if any, were appropriate with the bed and breakfast. No allegations were made that the buildings on the site were not in compliance with regulations, nor that the site could not comply with dwelling, agricultural or bed and breakfast uses.

STATEMENT OF FACTS

Testimony at the hearing came from two (2) Baltimore County police officers and from Donna Thompson, the Office of Zoning Administration Representative who filed the Petition. The testimony from the officers indicated that owners of the property in September had issued an advertisement brochure for the "Lone Paris Dude Ranch" and that they had acted on an inquiry about it. Initially, when the police visited the site in September, they were told that it had not opened for business, and there was nothing

from their visit to indicate that it had. What the police saw on their initial visit was a rather large dwelling with a swimming pool and a stable in the rear. Aerial photographs were admitted showing the layout of the site including the house, a parking area, a swimming pool, and a stable to the rear of a lot. The lot is approximately 15.2 acres in size. The police were told that the site would be opened for a bed and breakfast and would have various amenities.

Subsequently, in the middle of October, 1995, two police officers posing as guests registered for rooms at the bed and breakfast. They did not spend the night, however, nor did they have any food on the premises. The swimming pool was closed. Horseback riding was said to be available for guests, and there appeared to be four "green-type" areas for playing golf on the property. Other information developed by the police indicated that food was served on the premises for breakfast and brought in from off-site at other times. There may have been a campfire and a hayride for guests. The police also saw a pool table in the basement of the house.

Donna Thompson, a code enforcement inspector with Baltimore County, saw no activities on the site during her visit. She testified that she had processed an application for a bed and breakfast use permit in November, 1995, which she had recommended turning down due to the presence of an inoperable recreational vehicle on the site. She also indicated that she turned down the request because she was not sure what was happening on the site.

On examination, Ms. Thompson indicated that the site met the criteria for a bed and breakfast home or inn as defined in Section 101 of the Baltimore County Zoning Regulations (hereinafter referred to as the BCZR) and as conditioned in Section 402D of the BCZR and the Zoning Policy Manual. The dwelling on the site is the dwelling of the owner of the property, the site is on a large lot with ample frontage and is located in an historic district. Her research indicated that the site would qualify for a bed and breakfast.

Additionally, Ms. Thompson indicated that the pool table, swimming pool and horses, could be appropriate accessory uses, if no additional charge was made for the amenities for paying guests, and if they were not made available to the general public.

Documentation provided by Petitioner indicated that Ms. Joyce Ewers purchased the property on October 27, 1995, which deed was recorded in December, 1995. She had applied for a state retail sales tax permit for a bed and breakfast, and an inquiry had been made by a previous owner of the property apparently with Baltimore County's Department of Environmental Protection and Resource Management about that Department's restrictions on a bed and breakfast. The bed and breakfast permit application in November, 1995, included a copy of a revised brochure that did not include the amenities accessory to the bed and breakfast listed in the "Lone Paris Dude Ranch" brochure acted upon by the Baltimore County Police Department.

DISCUSSION

The Special Hearing request is not seeking a determination that the Respondent was actually doing anything in violation of the zoning code. Rather, the Special Hearing in a rather abstract way is asking what uses are permitted and what uses are not permitted on a site such as this. The Special Hearing is actually not about what violations may or may not have occurred or about the actual usage of the site. The Hearing really is an attempt to get direction as to characteristics of a rural bed and breakfast and the amenities that one may offer the guests. This conclusion is borne out by the testimony of the police officers, whose testimony went more to what Respondent wanted to do than to what they actually witnessed on the site. From what they witnessed and experienced one could only conclude that at most a bed and breakfast existed even if more was actually intended. Even Ms. Thompson testified that the request for Special Hearing was prompted more from the initial brochure than from anything she actually saw or that the police saw occurring on the site. Clearly, for instance, there was no testimony that there was a standard restaurant or nightclub, and a pool table or even pinball machine in the basement of a residence does not constitute an arcade or a regulated device. There was no testimony that the swimming pool was used. Even if guests at the house were permitted to ride the horses, this does not constitute a riding stable if the horses were not kept for hire. Horses are permitted as of right on

a parcel of this size in an R.C. 2 zone.

The other factor to be considered is that there is no question but that actual activity on the site occurred at most over a span of several weeks in October of 1995. When the police visited the site in September, they noted nothing but a residence on the site. When the site was revisited in November, there were no activities on the site. There is testimony that an application was filed for a bed and breakfast and that same was reviewed by the County. When the county inspectors visited the site to review the application, they noted none of the activities other than the dwelling and horses as being on the site.

One of the real issues in the case is that Respondent characterized itself using terms that had a different meaning perhaps to them than to County officials and others. Could a "Dude Ranch" be a bed and breakfast? Yes, provided it met the definition and conditions of a bed and breakfast. No, if it is intended to be a major resort. Is it permissible to have rooms to rent for overnight guests with breakfast on the premises for guests at no additional cost? That is the definition of a bed and breakfast. Clearly, the few rooms noted by the police as available would qualify the house as a bed and breakfast. This is not a hotel. This is a house, lived in by the owner, in an historic district. It was built prior to 1988 and was designed as a primary residence.

Why shouldn't guests, paying or non-paying, be allowed to use the amenities that the owner chose for himself or herself, provided that there is no charge for their utilization? Can not guests at

8. Peter Max Zimmerman
PETER MAX ZIMMERMAN

State of Maryland and Instrument, Intake Sheet

Baltimore City County - 2012002

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

REF ID: SC00000000

SUPPLEMENT # 20.00

REDEMPTION FEE 1,000.00

TO: MD STATE 1,925.00

TOTAL 3,925.00

Ref# E004 Sort # 12500

Jan 17 1936 Bk# # 536

104232

1. Type(s) of Instruments: ☒ (1) Check Book ☐ Mortgage ☐ Other _____

2. Conveyance Type: ☒ Deed of Trust ☐ Lease ☐ Other _____

3. Tax Exemptions (if applicable): ☐ Improved Sale ☐ Arms-Length [1] ☐ Unimproved Sale ☐ Multiple Accounts ☐ Not an Arms-Length Sale [3] ☐ Arms-Length [2] ☐ Arms-Length [3] ☐ Length Sale [9]

4. Originator/Assignor: ☐ Recordation ☐ State Transfer ☐ County Transfer

5. Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$ 245,250.00	Transfer Tax Consideration	\$ 389.83
Any New Mortgage	\$ 125,500.00	X (1.3 %) =	\$ 3,591.75
Balance of Existing Mortgage		Less Exemption Amount =	\$
Other:		Total Transfer Tax	\$ 3,981.58
		Recordation Tax Consideration =	
Other:		X () per \$500 =	\$
Full Cash Value	\$	TOTAL DUE	\$
Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$ 20.00	Tax Bill:
Surcharge	\$ 0.00	\$ 0.00	C.B. Credit:
State Recordation Tax	\$ 3,979.58		Ag. Tax/Other:
State Transfer Tax	\$ 297.32	\$ 17.50	
County Transfer Tax	\$ 0	\$ 0	
	\$ 9,232.27	\$ 14.50	
District	Property Tax ID No. 1	Map	Parcel No.
10	12-02-020446		Var. LOG
Subdivision Name	Lot (A/B)	Block (City/Block/Arch)	Plat Ref.
			Acres/Average (A)

6. Description of Property: SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority chain in Real Property Article Section 9-104(g)(3)(iv).

2800 Shepherd Road, Monkton, MD 21111

Other Property Identifiers (if applicable):

40-125

Residential ☐ Non-Residential ☐ Fee Simple ☐ or Grant Rent ☐ Amount: _____

Partial Conveyance ☐ Yes ☐ No ☐ Description/Amount of Sub/Acreage Transferred: _____

7. Transfer From:

1. Grantor(s) Name(s) _____ Doc. 2 - Grantor(s) Name(s) _____

2. Owner(s) of Record, if Different from Grantor(s) _____ Doc. 2 - Owner(s) of Record, if Different from Grantor(s) _____

8. Transferred To:

1. Grantee(s) Name(s) _____ Doc. 2 - Grantee(s) Name(s) _____

New Owner's (Grantee) Mailing Address _____

2800 Shepherd Road, Monkton, Maryland 21111

Doc. 1 - Additional Names to be Indexed (Optional) _____ Doc. 2 - Additional Names to be Indexed (Optional) _____

9. Other Names to be Indexed:

Instrument Submitted By or Contact Person _____ Return to Contact Person _____

Name: William J. Hubertson _____ Hold for Pickup _____

Firm: Robertson & Frank _____ Return Address Provided _____

Address: 4100 Court Square Building _____

City: Hunt Valley, MD 21070 Phone: (410) 539-4490 _____

10. Contact/Mail Information:

IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOGRAPH MUST ACCOMPANY EACH TRANSFER

☐ Yes ☐ No Will the property being conveyed be the grantee's principal residence?

Assessment information ☐ Yes ☐ No Does transfer include personal property? If yes, identify: _____

☐ Yes ☐ No Was property surveyed? If yes, attach copy of survey; if recorded, no copy required

Transmittal Information: _____

Assessment Information: _____

Transfer Number: _____ Date Received: _____

Transfer Number	Date Received	Doc	Map	Sub	Block
19	19	Zone	Grid	Sub	Block
Buildings	Land	Zone	Grid	Sub	Block
Buildings	Land	Zone	Grid	Sub	Block
Buildings	Land	Zone	Grid	Sub	Block

REMARKS: _____

Distribution: White - Clerk's Office
 Colored - SDAT
 Pink - Office of Finance
 Yellow - AGC or the AGS

B B 059****456000A 3133

June

U11003.0

DEED

THIS DEED, made this 21st day of October, 1995, by and between Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, parties of the first part; and Joyce Ewers, party of the second part, Grantee.

WHEREAS, at a public sale on July 18, 1995, by the said Alvin E. Friedman, Kenneth J. MacFadyen, James J. Loftus, and Daniel Menchel, Substitute Trustees, Assignees, in pursuance of a Power of Sale which sale was made after default had occurred and after due public notice of sale and after a Bond had been duly filed in the Circuit Court for Baltimore County in Case No. 105/16/95CV2061, the parcel of land and premises hereinafter described, being the property conveyed by said Deed of Trust was sold unto Bankers Trust Company of California, N.A., which was then and there a bidder, and then Substituting Joyce Ewers by Order to Substitute Purchaser signed by the Court at and for the sum of Three Hundred Forty Two Thousand Three Hundred and Fifty (\$342,350.00) Dollars; and said Substitute Purchaser having agreed to pay an additional Seventeen Thousand Five Hundred Thirteen Dollars and Forty-eight (\$17,513.48) Cents in consideration of said Substitution, making the total consideration Three Hundred Fifty Nine Thousand Eight Hundred Sixty Three Dollars and Forty-eight (\$359,863.48) Cents and the sale having been duly reported to and ratified by the said Court on September 15, 1995, and the purchase money paid, as is hereby

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Baltimore County

NOTARIAL PUBLIC - LETTER OF CREDIT
NOTARY PUBLIC - JAMES W. CONSTABLE

11/11 12/28/95

ROMADKA, GONTRUM & McLAUGHLIN, P.A.

814 Eastern Boulevard
Baltimore, Maryland 21221
(410) 686-8274
(410) 686-0118 FAX

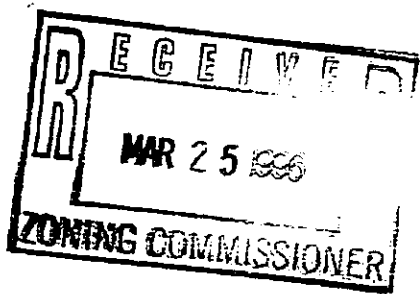
ROBERT J. ROMADKA
JOHN B. GONTRUM
J. MICHAEL McLAUGHLIN, JR.*

ELIZABETH A. VANNI
MICHAEL J. KIRBY

* Also Admitted to the District of Columbia

TOWSON OFFICE:
307 W. ALLEGHENY AVENUE
TOWSON, MARYLAND 21204
(410) 552-0711

March 14, 1996



Lawrence Schmidt, Esq.
Zoning Commissioner for Baltimore County
County Courthouse
400 Washington Avenue
Towson, Maryland 21204

Re: Case No. V-96-300-SPH
2800 Shepperd Rd.

Dear Commissioner Schmidt:

Our office has been asked by the property owner Ms. Joyce Ewers to represent her in the above-referenced case, currently scheduled for March 28, 1996. Frankly, I am somewhat confused over the genesis of this matter as apparently a determination is sought as to a number of items, most of which have nothing to do with the use of this site.

I also am confused over the summonses issued. Alice Brown has no ownership interest in the site. She is an ex-wife of Roger Brown, also summonsed, who has no ownership interest in the site. He does live there, however. Why are the Browns being summonsed? I am enclosing a copy of the deed to the property, which clearly indicates that the Browns have no ownership interest.

The subject property is a 15.24 acre tract improved with a large single family dwelling. The site is zoned R.C. 2. In November of 1995, Ms. Ewers applied for a use permit for a bed and breakfast facility, a permitted use in an R.C. 2 zone. A copy of the application is enclosed. The permit was denied on December 6, for violations which include the issues raised at the hearing. The issues seem to go more to the advertising of the proposed use rather than the site itself. The house is the actual residence of Ms. Ewers, and the site is known as "Lone Paris". In her house she has a pool table and pinball games. Her property also is improved with stables,

and field for her horses, and swimming pool.

Ms. Ewers had advertised the facility for a bed and breakfast use when she became aware of the fact that she needed approval. She refunded deposits and immediately ceased the advertising until the permits were issued. I would expect that this hearing would address the permit issues as well as the issues raised by the zoning office as they seem combined. If this is not the case, please let me know.

I have reviewed the definition of a bed and breakfast home as contained in Section 101 and in Section 402D, and all requirements appear to have been met. The area and setbacks are not in dispute. There is no question that the home is the home of the owner, who resides in it. The home was constructed prior to 1988 and is located within an historic district. The only issue appears to be the amenities offered guests. The permit would appear to be able to be issued as a matter of right as a bed and breakfast is defined as a home occupation permitted as of right in an R.C. 2 zone.

I would like the opportunity to work with the zoning office in resolving these issues and would expect to present at the time of the hearing a list of proposed activities at the site.

Very truly yours,

John B. Gontrum

JBG/
Enclosures

cc: Joyce Ewers (via facsimile)

C. GORDON HAINES*
THOMAS F. CONNER, 3M
JOHN BENTLEY, JR.
MICHAEL B. HAINES, JR.
MONTY FRIED
JAMES W. CONNOR
DAVID W. BREEN
JOHN PHILIP MILLER
JAMES D. BREEN
KENNETH F. DAVIES
STEFAN F. WHITE
DEAN S. GOODMAN
PAUL F. EVELLUS
LOIS A. F. MORRIS

MARY ALICE SHULAREK*
CHARLES J. MORTON, JR.
CATHERINE H. BELLINGER*
THOMAS D. KING

WRITER'S DIRECT DIAL NUMBER
(410) 659-1315

WRIGHT, CONSTABLE & SKEEN

ATTORNEYS AT LAW
250 WEST PRATT STREET, 13TH FLOOR
BALTIMORE, MARYLAND 21201-2467
TELEPHONE (410) 539-5541
FAX (410) 659-1350

April 4, 1996

The Honorable Timothy M. Kotroco
Zoning Commissioner - Baltimore County
400 Washington Ave.
Towson, MD 21204

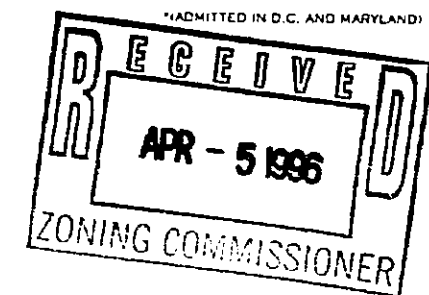
Re: Petition for Special Hearing
Case No. V-96-300-SPH/2800 Shepperd Road
Monkton, Maryland

Dear Mr. Kotroco:

On behalf of The Manor Area Association and myself personally as a neighbor living on Shepperd Road, I join in the letter memorandum submitted by Lee S. Thomson on behalf of the County. In addition, I refer the court to Fick, et al. v. Weadon, et al., 613 N.E. 2d 362 (Ill. App. 1993) wherein the court defined a bed and breakfast by using the definition enunciated in V. Rundvack's Bed and Breakfast U.S.A. There, bed and breakfast is defined as "... either private residences where the owners rent spare bedrooms to travelers, or small, family-operated inns offering a special kind of warm, personal hospitality." The definition continues - a bed and breakfast "... in the purest sense ... is a private home, often referred to as a 'homestay', where the owners rent their spare bedrooms to travelers." See Rundvack, supra.

R. Buchanan and R. Espeseth (in their book Developing a Bed & Breakfast Business Plan I (1991) as quoted by the court in Fick, supra, notes that breakfast is the only meal served. A copy of the Fick decision is attached.

The Owners of 2800 Shepperd Road argued that since horseback riding, swimming, and other recreational activities are permitted common uses of urban residential property, they should be amenities that would be permitted in a bed and breakfast. That



April 4, 1996
Page 2

argument has no more merit than maintaining that, since eating food is an activity frequently associated with residential living, operating a restaurant in a residence should, therefore, be a permitted use. The activities that apparently have occurred at 2800 Shepperd Road are associated more with resorts or hotels. A bed and breakfast, on the other hand, emphasizes the bed and the breakfast. To allow otherwise would be to permit a circumvention of the zoning laws and allow a "backdoor" avenue to uses that are clearly not contemplated as permitted uses in a residential zone.

Respectfully submitted,

James W. Constable

JWC/adg

cc: John B. Gontrum, Esquire
Lee S. Thomson, Esquire

/s/jwc/ltr/kotroco

Citation 613 N.E.2d 362 FOUND DOCUMENT Database NE Mode Page
(Cite as: 244 Ill.App.3d 413, 613 N.E.2d 362, 184 Ill.Dec. 335)

John E. FICK and Norma J. Fick, Plaintiffs-Appellees and Cross-Appellants, v. Joyce WEADON and Ray Weadon, Defendants-Appellants and Cross-Appellees.

Appellate Court of Illinois,
Fourth District.
Argued April 14, 1993.
Decided May 6, 1993.
Rehearing Denied June 7, 1993.

Grantors sued grantees to enjoin grantees from using residence as bed and breakfast establishment on basis that warranty deed conveying property contain restrictive clause that property should be used only for private dwelling for one family for 25 years. The Circuit Court, Macon County, Daniel L. Flannel, J., granted summary judgment in favor of grantees. Grantees appealed. The Appellate Court, Knecht, J., held that: (1) restrictive covenant was unambiguous and home's commercial use as bed and breakfast violated explicit restriction, and (2) stay of injunction pending appeal was not abuse of discretion. Affirmed.

(1) COVENANTS k103(1)
108k103(1)
Restrictive covenant in warranty deed requiring that property be used only as private dwelling for one family for 25 years was unambiguous and home's commercial use as bed and breakfast violated covenant.

(2) COVENANTS k134
108k134
Whether restrictive covenant is ambiguous is question of law because determination necessarily involves construction of restriction.

(3) COVENANTS k21
108k21
Paramount rule for interpretation of covenants is to expound them so as to give effect to actual intent of parties as of time covenant was made and as collected from the whole document construed in connection with the circumstances surrounding its execution.

(4) COVENANTS k21
108k21
When language of covenant is unambiguous, clear and specific, no room is left for interpretation or construction.

(5) COVENANTS k49
108k49
Restrictions should be given effect which express language of covenant authorizes.

Copr. (C) West 1996 No claim to orig. U.S. govt. works

613 N.E.2d 362 (Cite as: 244 Ill.App.3d 413, 613 N.E.2d 362, 184 Ill.Dec. 335, **336) In response to plaintiffs' motion, defendants submitted several affidavits. One such affidavit was from Joyce Weadon. In her affidavit, she stated: "[S]ince February 14, 1992 [we] have used the premises for a bed and breakfast establishment while we used the property for a private dwelling for our family only. [(5.)] Two bedrooms on the premises have been used as sleeping rooms for guests. These rooms were intended to serve no more than two transient guests per night, although occasionally such a room has also been used by a baby of the other guests. On two occasions to accommodate unusual situations, [we] allowed a third couple to use our bedroom and we slept in a bedroom on the third floor. Otherwise, no part of the premises [was] used as a sleeping room for any guest. Except as otherwise stated * * *, the number of guests [did] not [exceed] four."

Defendants had one "temporary resident" in their home from February 17, 1992, through May 28, 1992. She paid defendants approximately \$160 per week. Normally, defendants only had guests on weekends, although they did have one guest from Sunday to Thursday each week from May 4, 1992, to July 16, 1992. Based on defendants' use of the residence, Robert D. Espeseth, coauthor of Developing a Bed and Breakfast Plan and an associate professor at the University of Illinois, and Vickie Weger, president of the Illinois Bed and Breakfast Association, maintained the bed and breakfast establishment operated by defendants came within the definition of **364 **337 a "bed and breakfast homestay." A "bed and breakfast homestay" is defined as: "[a] private, owner-occupied residence in which the frequency and volume of [bed and breakfast] visitors are incidental to the primary use of the building as a private residence. One to five guest rooms are made available to transient visitors and provide supplemental income for hosts. Breakfast is the only meal served and is included in the charge for the room." R. Buchanan & R. Espeseth, Developing a Bed & Breakfast Business Plan I (1991).

According to another source, "[bed and breakfast] are either private residences where the owners rent spare bedrooms to travelers, or small, family-operated inns offering a special kind of warm, personal hospitality." (B. Rundvack, Bed & Breakfast U.S.A. 1991 1 (1991) [hereinafter Bed & Breakfast]). A bed and breakfast, "in the purest sense, is a private home, often referred to as a 'homestay,' *416 where the owners rent their spare bedrooms to travelers." Bed & Breakfast at 4. K After hearing, the trial court granted the motion for summary judgment, finding the covenant was unambiguous and conducting a bed and breakfast on the premises violated this covenant. The court enjoined the defendants from using the residence in violation of the restriction and from conducting a bed and breakfast on the premises until the expiration of the restriction. This appeal followed.

Summary judgment is properly granted when "the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Ill.Rev.Stat.1991, ch. 110, par. 2-1005(c); see also Purfill v. Hess (1986), 111 Ill.2d 229, 240, 95 Ill.Dec. 305, 309, 489 N.E.2d 867, 871.) In evaluating the propriety of a trial court's entry of summary judgment, the proper standard of review is de novo. (See Outboard Marine Corp. v. Liberty Mutual Insurance Co. (1992), 154 Ill.2d 90, 102, 180 Ill.Dec. 691, 696, 607 N.E.2d 1204, 1209; Illinois Municipal League Risk Copr. (C) West 1996 No claim to orig. U.S. govt. works

ALICE BROWN
4 "L" KINGS CROSSING COURT
COCKEYSVILLE, MD 21030

ROGER BROWN
2800 SHEPPERD RD.
MONKTON, MD 21111

Sued by Fick 10/8/95
grantor Joyce Ewers
trustee Brian D. Ewers + Stephen D. Rubin

(1/17/96)
Recorded

Buyer: Atlas Capital Funding
1450 Mercantile Lane, Suite 207
Springdale, MD 20774

AS10911

DATE: 02/06/96

TIME: 13:21:12

PROPERTY NO. 10 DIST 2-1 GROUP 05-00 CLASS D OCC. HISTORIC NO. 000

DATE: 02/06/96

TIME: 13:21:12

PROPERTY NO. 10 DIST 2-1 GROUP 05-00 CLASS D OCC. HISTORIC NO. 000

DATE: 02/06/96

TIME: 13:21:12

PROPERTY NO. 10 DIST 2-1 GROUP 05-00 CLASS D OCC. HISTORIC NO. 000

2800 Sheppard Rd. Monkton 21111

Mr. & Mrs. Michael T. McLaughry
2639 Sheppard Rd.
Monkton 21111

Mr. & Mrs. John H. Gussor
16909 Belling Rd.
Monkton 21111

Mr. & Mrs. John B. Holman
3032 Sheppard Rd.
Monkton 21111

Mr. & Mrs. Richard A. White
3008 Sheppard Rd.
Monkton 21111

Mr. & Mrs. Harry W. Kone
3016 Sheppard Rd.
Monkton 21111

Mr. & Mrs. James K. McManus
2805 Sheppard Rd.
Monkton 21111

Mr. & Mrs. Richard A. Moore
16730 G. M. Pearce Rd.
Monkton 21111

Mr. & Mrs. Philip E. Spector
30 Shaded Glen Ct.
Owings Mills, MD 21117

Mr. & Mrs. Joseph D. Kront
2900 Sheppard Rd.
Monkton 21111

PLEASE PRINT CLEARLY

CITIZEN SIGN-IN SHEET

NAME ADDRESS

DEBRA HOFMEISTER 2647 SHEPPERS RD
MONKTON MD 21111

Rita Hofmeister 11
2626 Sheppard Rd.
Monkton, Md 21111

DANIEL L. MARI 2822 SHEPPERS RD
MONKTON MD 21111

JAMES W. CONTABLE 2700 SHEPPERS RD
MONKTON, MD 21111

REVELEY A. MOORE 16730 J.M. PEARCE RD
MONKTON, MD 21111

JOSEPH L. KRONIT 2900 SHEPPERS RD
MONKTON MD 21111

Nancy K. Kront 20 Bay 397 - Monkton, MD 21111

Alie Brown 4 L. Kemp, Learning Ct MD 21111

PLEASE PRINT CLEARLY

PETITIONER(S) SIGN-IN SHEET

NAME ADDRESS

LEE S. THOMPSON 2800 Sheppard Rd
Monkton, Md 21111

Det. Janet A. Enos Baltimore Co. Police Dept

Det. Debra Chenoweth Baltimore Co. Police Dept

Det. Vernon Brown Baltimore Co. Police Dept

PS Form 3811, December 1994

Domestic Return Receipt

Article Number 286 675 045

Service Type Registered

Signature of Addressee or Agent Alice Brown

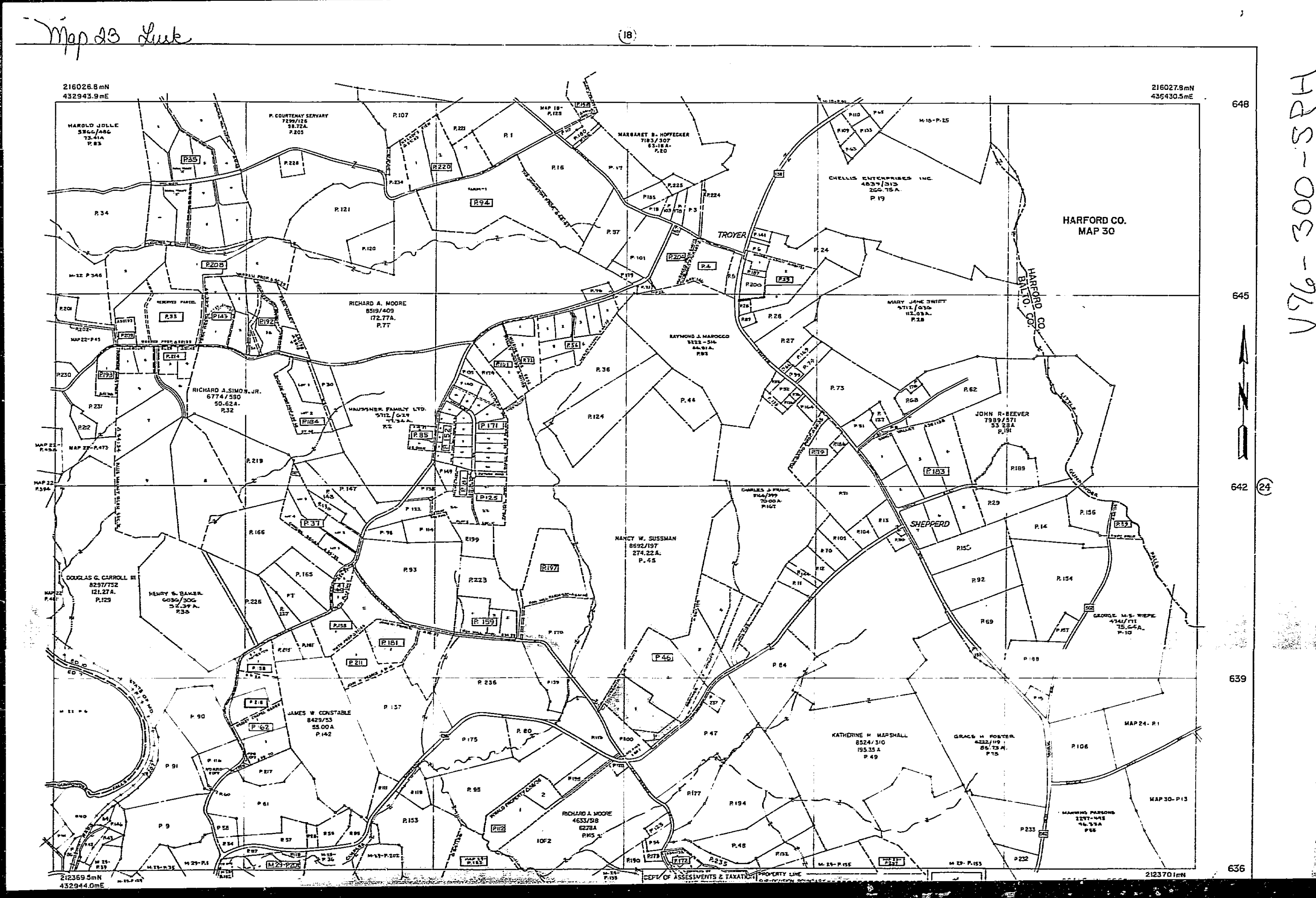
PS Form 3800, April 1995

Receipt for Certified Mail

Article Number 286 675 045

Service Type Registered

Signature of Addressee or Agent Alice Brown



U96-300-SPH

THE LONE PARIS DUDE RANCH

Just What You Would Expect Plus More!

Golf: New Zealand bent grass greens 275 yards apart

Bay Rides

Heated Swimming Pool

Archery

Croquet

Volleyball

Ping Pong

Pinball

Slate Pool Table

Horseshoes

Water Rafting

Rainbow Trout Fishing

9 Mile Bike Riding Stoney Path

Antique Shopping

Texas Bar-B-Q

Antique Horse-drawn Buggy Rides

Campfires

Thomas

Giant Color TV

Private Stream

Hiking Trails

Touring: 25 miles from Baltimore's famous Inner Harbour!

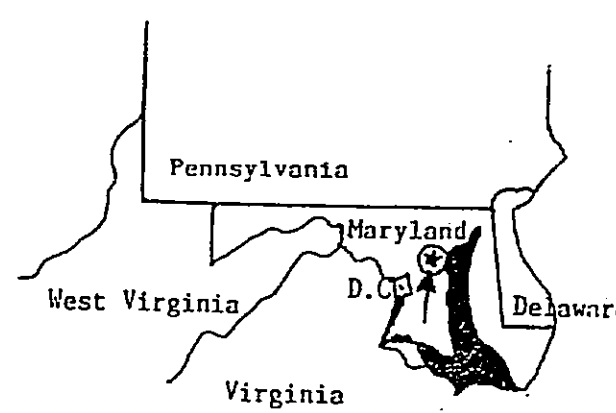
Fox Hunting

Maryland's Famous Hunt Cup Race; and Two Other Point to Point Sleight Chase Races Right Here In My Lady's Manor!

The Lone Paris invites all our guests to experience a relaxing and fun-filled getaway with us where you can live like a Cowboy, while being treated like a King!

The Lone Paris Dude Ranch
200 Sheppard Rd.
Monkton, Maryland 21111
1-800-771-1005

LOCATION
1 Hour From Phila. Airport; US 95 S. to
Exit 801 Air Md. Rt. 26
30 Min. From Baltimore City
US 83 N. at Exit 27 Hereford
35 Min. BWI Airport with Limo. Service



Just What You Would Expect. Plus More!

Golf; New Zealand bent grass greens
275 yards apart
Bay Rides
Heated Swimming Pool, H. H. H. H.
Archery
Croquet
Volleyball
Play Pong
Pinball
Slate Pool Table
Horseshoes
Water Barfing
Rainbow Trout Fishing
9 Mile Bike Riding Stoked Path
Antique Shopping
Fountain - Texas Bar-B-Q
Antique Horse-drawn Buggy Rides
Campfires
Tennis
Giant Color TV
Private Stream
Hiking Trails
Touring; 25 miles from Baltimore's
famous Inner Harbor!
Fox Hunting
Maryland's Famous Hunt Cup Races and
Two Other Point To Point Stupple Chase
Races Right Here In My Lady's Manor!



The Lone Paris invites all our guests
to experience a relaxing and fulfilled
getaway with us where you can live like
a Cowboy, while being treated like a King!

The Lone Paris Dude Ranch
2800 Sheppard Road
Monkton, Maryland 21111
1-800-771-4035



The Lone Paris Dude Ranch
is a year round resort
nestled in the scenic
horse country of Monkton,
Maryland. An 8000 sq. ft.
French contemporary mansion
will be your home while
vacationing in this secluded,
beautiful setting.

265 acres are available
for horseback riding. Horse
and buggy rides provide a
relaxing stroll along historic,
picturesque backroads. An
inground, heated pool and
golf course on our property
make for a completely all-
inclusive resort.

Depending on your arrival
date, various activities are
scheduled which include hay-
rides, campfires, Texas-style
Bar-B-Q's, country dancing,
sing-alongs, and guest talent
shows. Recreational facilities
include volleyball, horseshoes,
croquet, a fitness room, a
family game room, as well as
a nature trail.

Nearby trout fishing and
bicycle trails are popular
with many of our guests.
And if this isn't enough
to entertain you, Baltimore's
famous Inner Harbor is only
30 minutes south of our ranch!

The Lone Paris provides all
meals during your stay in a
luxurious dining room, famous
for our Steinway Grand Player
Piano, which accompanies dinner
with relaxing melodies. An
elegant setting complete with
a grand fireplace with never-
passed atmosphere and service,
is where meals such as Roast
Prime Rib of Beef, Southern
Fried Chicken, and Chesapeake
Bay Crab Cakes will be served
to you in hearty portions.

We personally invite all of our
guests to visit with us and
experience a relaxing and
fulfilled getaway where you can
live like a cowboy while being
treated like a king!

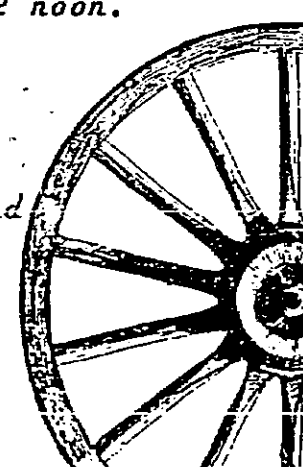
All-Inclusive Package

3 days/2 nights \$149

Rates are per person for
entire stay package, based
on 2 adults per room, and
include meals, accommodation,
use of facilities.
Children under 7 no charge
if staying in room with
parents. Service charge
of 15% added to all rates
plus tax. Deposit-credit
card by phone for immediate
confirmation or check by
mail. A reservation is not
definite until we confirm it.
If we are notified of a
cancellation 30 days prior
to your arrival date, the
full amount will be refunded.
If we are notified within
the 30 day cancellation policy,
your \$100 deposit will be
forfeited.

Check-In: Rooms are
available at 3 pm. You
may wish to arrive earlier
to use our facilities.
Check-Out is 12 noon.

Sorry, no pets
permitted.
We look forward
to your stay!



Resp Ex #4

Comptroller of the Treasury
Sales and Use Tax Division
301 W. Preston Street
Baltimore, Maryland
21201-2393

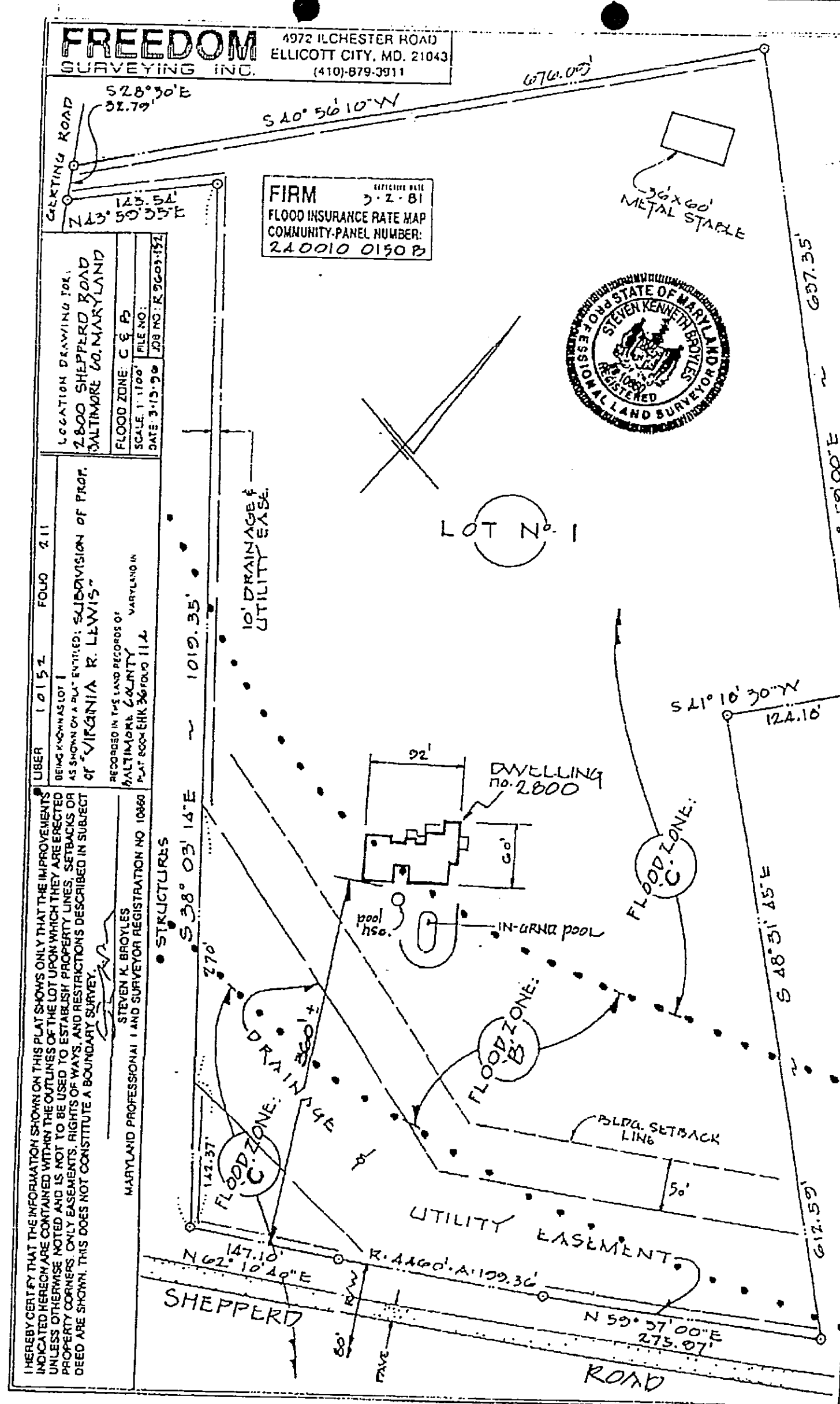
**MARYLAND
SALES & USE TAX LICENSE**
This license must be displayed prominently.
A separate license is required for each place of business.

Sales and Use Tax Registration Number
06696010
Issue Date
10/30/95

DUPLICATE

THE LONE PARIS DUDE RANCH
JOYCE A
2800 SHEPPARD RD
MONKTON MD 21111

PO BOX 365
MONKTON MD 21111-0365



Respondent's Ex #1

Baltimore County
Department of Environmental Protection
and Resource Management

Central Regional
Community Services
North Point Government Center
7701 Wise Avenue
Baltimore, Maryland 21222
(410) 887-7128
Fax: (410) 887-7098

Mr. Roger Brown
2800 Sheppard Rd.
Monkton, Md. 21111

September 2, 1995

Dear Mr. Brown:

As per your request, enclosed is a compilation of the information our
office has concerning Bed and Breakfast Operations.

If you have any questions, please contact me at 887-7135.

Very truly yours,

Glenn Bittner
Glenn Bittner, R.S.
Food Plans Review

B:Ell Standif
GB:kh
Enclosure

Resp Ex #5

**Bed & Breakfast
USE PERMIT APPLICATION**

This Use Permit is requested in accordance with Sections 402D, and
500.4 of the Baltimore County Zoning Regulations. The property in
question is situated in the 10th Election District of Baltimore County,
and is more specifically located at 2800 SHEPPARD ROAD

on the North/East side of the street, 143.54 feet EAST of
SHEPPARD ROAD (nearest intersecting street)

(check at least one; and all that are applicable)
1. on a Class I Commercial Motorway; or
2. on a Class II Commercial Motorway; or
3. a certified historic site MONKTON, or
(10 #)
4. in a certified historic district MY LADY'S MANOR, or
(name)
5. eligible to be a certified historic site or district
(attach supporting letter from Secretary to the Baltimore
County Landmarks Commission), or
6. outside of the Urban-Rural Demarcation Line (URDL).

The zoning classification of the parcel is RC
The use for which this permit is requested is as a
bed & breakfast home or
bed & breakfast inn

7. with a total of 4 rooms for rent (as more specifically detailed
on the attached scaled interior floor plan).

8. The total area of the parcel is 15.24 ACRES
width of 593 feet and sideyard setbacks of 100 feet and 425
feet.

9. The total number of off-street parking spaces provided is 6.

10. A special hearing is requested of the Zoning Commission to allow a
reduction in the parking requirements in order to preserve the
following existing amenities NA

11. Said use is more specifically detailed on the attached scaled site
plan.

12. This use was in existence prior to September 15, 1988 as the
reservation book/log presented indicates.

Requested By:
Joyce Ewers (Please Print) Joyce Ewers (Signature) Legal Owner
Address 2800 Sheppard Rd. 410-583-1509
Monkton, Md 21111 Respondent's Ex #3

Received 11/23/95 - S.T.

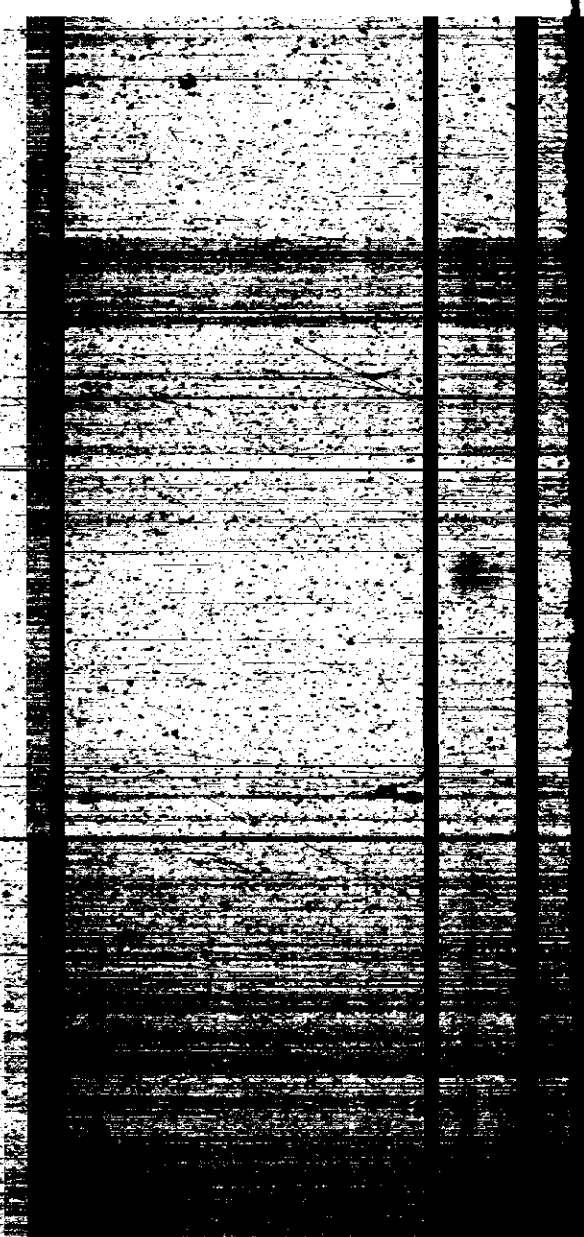
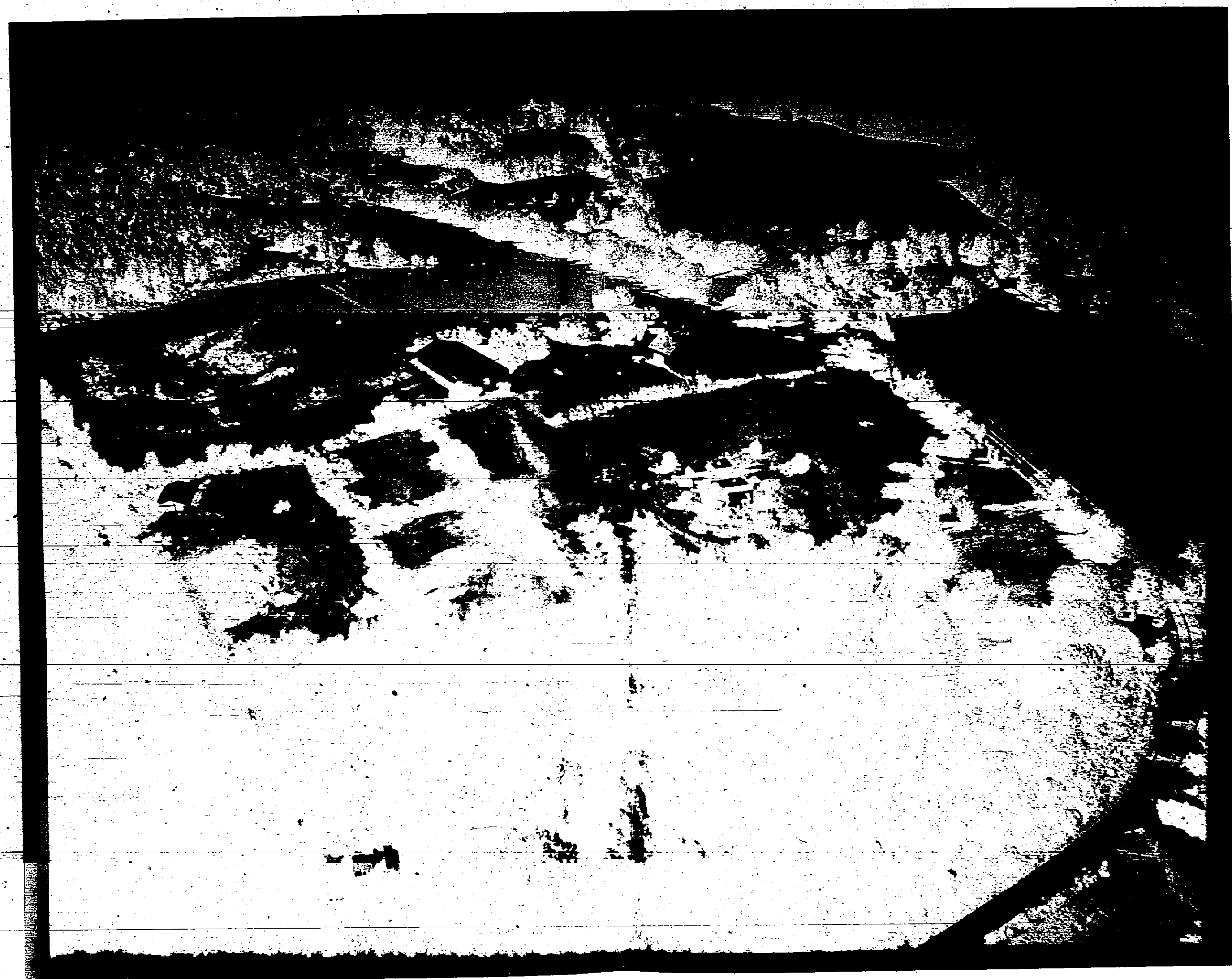
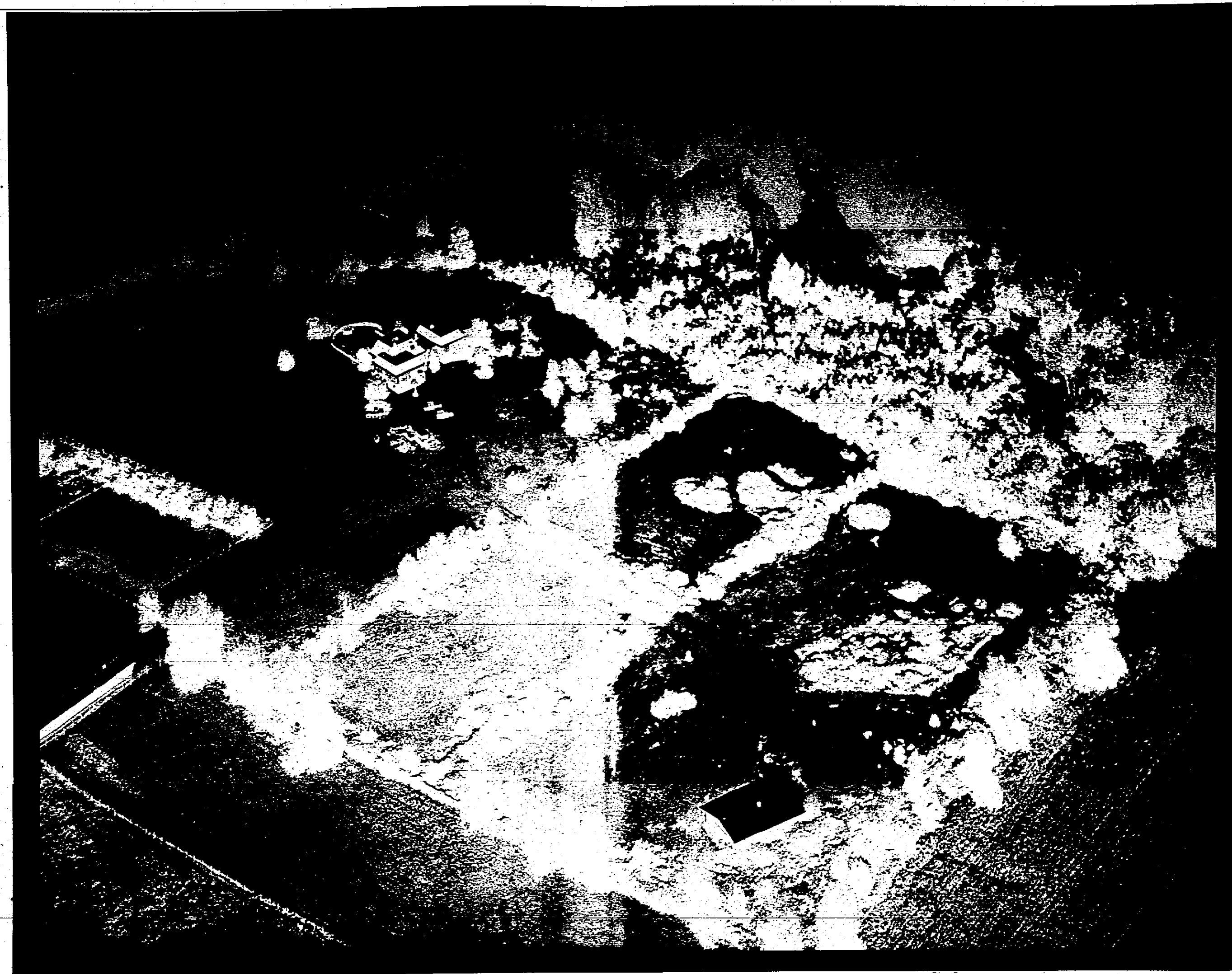
REGION IV MISC Food AREA C 7 RATING

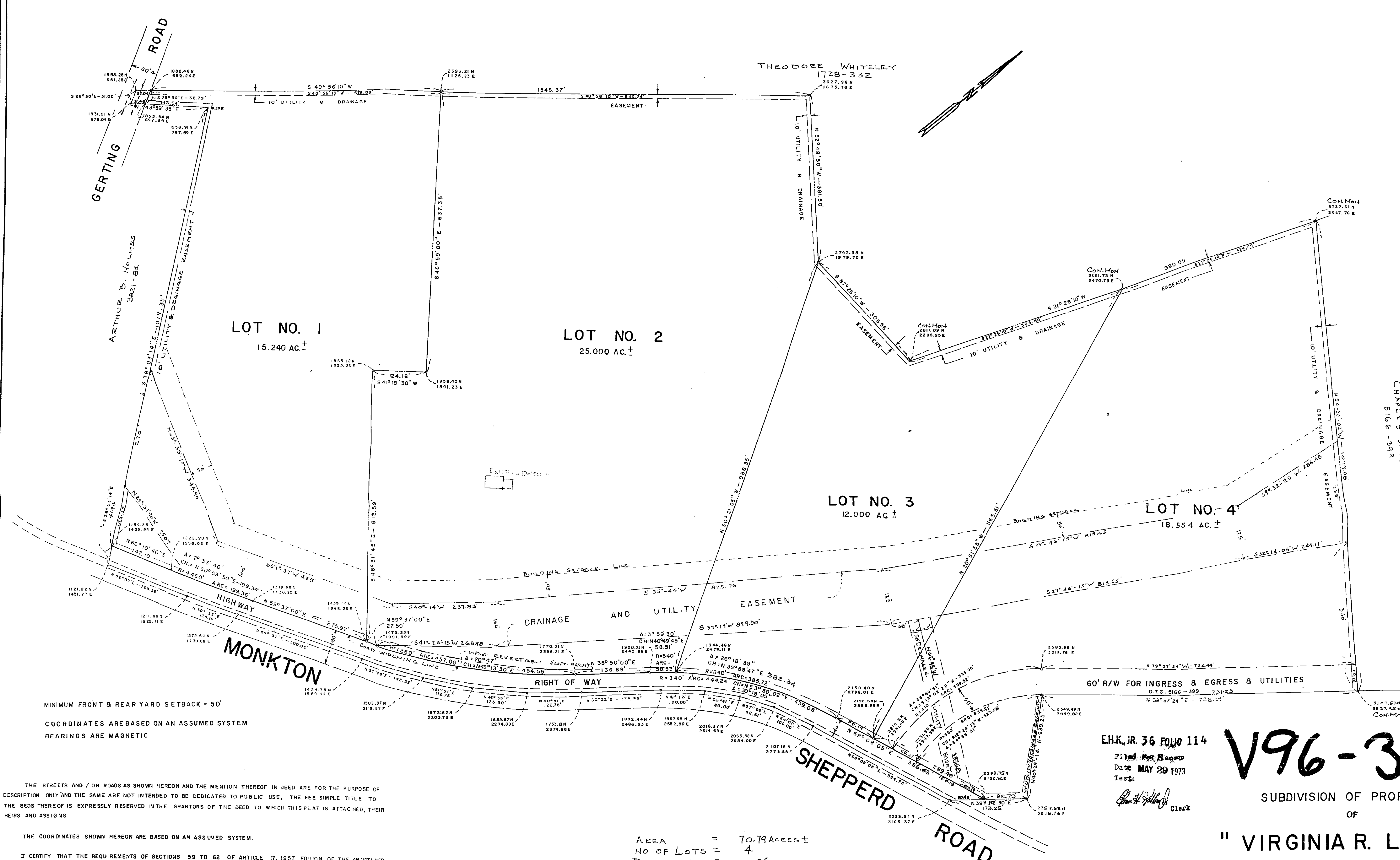
Baltimore County Department of
Environmental Protection & Resource
Management
RECORD OF INVESTIGATION

ACKNOWLEDGMENT AND CONTROLS	DATE	DISPOSITION	DATE
glenn bittner completed 12/12/95	12/12/95		

LOCATION Lone Paris Dude Ranch 2800 Sheppard Rd ZIP 21111
OWNER ☐ Occupant ☒ Rose Brown - Joyce Ewers ADDRESS PHONE
COMPLAINANT ADDRESS PHONE
REASON FOR INVESTIGATION Copying food for customers on weekends without
food permit on Bed & Breakfast Business CODES
RECEIVED BY Mr. S DATE 11/17/95 ASSIGNED TO M. Schmidt DATE 11/16/95
DATE OF INVESTIGATION 11/15/95 TIME WEATHER
REPORT I spoke to Joyce Ewers who told me that she provides only breakfast
for guests who stay at her facility and her food and service are purchased
from a nearby market from local facilities and that these are included in the price
of the package. She also told me that she does not provide any other services
relating to her business in addition to the bed and breakfast. After discussion with my
supervisor I again spoke to Joyce Ewers on phone 12/06/95 and told her that the
price of lunch and dinner had to be separate from the bed and breakfast charge. She said
she was already paying the price of services and food which only amounted to a
bed and breakfast and that it was not separating her from the bed and breakfast charge.
I issued a citation for violation of the food permit law. At this time I am unable to show any violation
or citation. Joyce Ewers responded a letter stating that she is in compliance without
office so I sent her a copy of this report with the citation deleted.

Rec File
Rep
DATE SUBMITTED 12/12/95 SANITARIAN Mark Schmidt
Respondent's Ex #6





MINIMUM FRONT & REAR YARD SETBACK = 50'

COORDINATES ARE BASED ON AN ASSUMED SYSTEM
BEARINGS ARE MAGNETIC

THE STREETS AND / OR ROADS AS SHOWN HEREON AND THE MENTION THEREOF IN DEED ARE FOR THE PURPOSE OF DESCRIPTION ONLY AND THE SAME ARE NOT INTENDED TO BE DEDICATED TO PUBLIC USE, THE FEE SIMPLE TITLE TO THE BEDS THEREOF IS EXPRESSLY RESERVED IN THE GRANTORS OF THE DEED TO WHICH THIS PLAT IS ATTACHED, THEIR HEIRS AND ASSIGNS.

THE COORDINATES SHOWN HEREON ARE BASED ON AN ASSUMED SYSTEM.

I CERTIFY THAT THE REQUIREMENTS OF SECTIONS 59 TO 62 OF ARTICLE 17, 1957 EDITION OF THE ANNOTATED CODE OF MARYLAND (TITLE CLERKS OF COURTS, SUBTITLE CLERKS OF CIRCUIT COURT) AS FAR AS THEY CONCERN THE MAKING OF THIS PLAT, HAVE BEEN COMPLIED WITH.

SIGNED: Virginia R. Lewis DATE: 19 Mar '73
VIRGINIA R. LEWIS OWNER
ADDRESS: SHEPHERD ROAD
MONKTON MARYLAND 21111
CITY OR TOWN STATE ZIP CODE
SIGNED: David Louis Morris
732 CAMBERLEY CIRCLE TOWSON MD 21204

AREA = 70.79 Acres ±
NO OF LOTS = 4
DENSITY = .06

ZONED R.D.P

E.H.K. JR. 36 FOLIO 114
Filed for Record
Date MAY 29 1973
Test: Carl L. Gernold Clerk

V96-300-SPH
SUBDIVISION OF PROPERTY
OF
" VIRGINIA R. LEWIS "
10 TH ELECTION DISTRICT BALTIMORE COUNTY, MARYLAND
SCALE 1"=100' JANUARY 15, 1973

All requirements of the Maryland State Department of Health and Baltimore County Department of Health pertaining to private water and/or sewerage systems shall be complied with prior to approval of building applications.

P. W. Atty General, None D.H.C.
Final Plat Chapter
Planning 2/15/73
Engineering 2/15/73
Street Name 21111 A-25-73
House No. 21111 A-25-73

Carl L. Gernold 3/1/73
CARL L. GERNOLD REGISTERED LAND SURVEYOR DATE

APPROVED: <u>Robert R. Kottelbach</u> 4/24/73 ROAD ENGINEER DATE	APPROVED: <u>William D. Fromm</u> 4/19/73 DIRECTOR DATE	APPROVED: <u>David Louis Morris</u> 4/18/73 DEPUTY STATE & COUNTY HEALTH OFFICER DATE	APPROVED: <u>Carl L. Gernold</u> 4/18/73 REGISTERED LAND SURVEYOR DATE
HIGHWAY DEPARTMENT OF BALTIMORE COUNTY		BALTIMORE COUNTY PLANNING BOARD	
BALTIMORE COUNTY HEALTH DEPARTMENT		DOLLENBERG BROTHERS	
SURVEYORS & CIVIL ENGINEERS		709 WASHINGTON AVE. TOWSON, MD. 21204	